

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
CONCESSION CONTRACT

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GUIDED TRAIL RIDES

at

Bryce Canyon National Park

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CONTRACT NO. CC-BRCA002-98

COVERING THE PERIOD

January 1, 1998 THROUGH December 31, 2002

*** BRYCE CANYON NATIONAL PARK ***
**** Intermountain Region - National Park Service ****

CONCESSION CONTRACT
TABLE OF CONTENTS

	<u>PAGE</u>
WHEREAS	1
<u>SEC. 1. TERM OF CONCESSION CONTRACT</u>	1
<u>SEC. 2. ACCOMMODATIONS, FACILITIES AND SERVICES</u>	2
<u>SEC. 3. PLANT, PERSONNEL AND RATES</u>	3
<u>SEC. 4. GOVERNMENT LAND AND IMPROVEMENTS</u>	5
<u>SEC. 5. MAINTENANCE</u>	6
<u>SEC. 6. CONCESSIONER'S IMPROVEMENTS</u>	7
<u>SEC. 7. UTILITIES</u>	8
<u>SEC. 8. ACCOUNTING RECORDS AND REPORTS</u>	9
<u>SEC. 9. FEES</u>	10
<u>SEC. 10. ACCOUNTS</u>	11
<u>SEC. 11. BOND AND LIEN</u>	13
<u>SEC. 12. TERMINATION</u>	13
<u>SEC. 13. COMPENSATION</u>	15
<u>SEC. 14. ASSIGNMENT, SALE OR ENCUMBRANCE OF INTERESTS</u>	17
<u>SEC. 15. APPROVAL OF SUBCONCESSION CONTRACTS</u>	18
<u>SEC. 16. INSURANCE AND INDEMNITY</u>	19
<u>SEC. 17. PROCUREMENT OF GOODS, EQUIPMENT AND SERVICES</u>	21
<u>SEC. 18. GENERAL PROVISIONS</u>	21

EXHIBITS

EXHIBIT "A": Nondiscrimination
EXHIBIT "B": Land Assignment
EXHIBIT "C": Government Improvements Assigned
EXHIBIT "D": Concessioner Improvements
EXHIBIT "E": Building Replacement Cost for Insurance
 Purposes
EXHIBIT "F": Maintenance Plan
EXHIBIT "G": Operating Plan
EXHIBIT "H": Account Control Procedure

*** BRYCE CANYON NATIONAL PARK ***
**** Intermountain Region - National Park Service ****

CORPORATION

THIS CONCESSION CONTRACT made and entered into by and between the United States of America, acting in this matter by the Secretary of the Interior, through the Director of the National Park Service, hereinafter referred to as the "Secretary," and BRYCE ZION TRAIL RIDES, INC., a corporation organized and existing under the laws Of the State of Utah doing business as BRYCE ZION TRAIL RIDES, INC., hereinafter referred to as the "Concessioner":

W I T N E S S E T H:

THAT WHEREAS, Bryce Canyon National Park (hereinafter referred to as the "Area") is administered by the Secretary to conserve the scenery and the natural and historic objects and the wildlife therein, and to provide for the public enjoyment of the same in such manner as will leave such Area unimpaired for the enjoyment of future generations; and

WHEREAS, the accomplishment of these purposes requires that facilities and services that have been determined to be necessary and appropriate for the public use and enjoyment of the Area be provided for the public visiting the Area; and

WHEREAS, the United States has not itself provided such necessary facilities and services and desires the Concessioner to establish and operate certain of them at reasonable rates under the supervision and regulation of the Secretary; and

WHEREAS, pursuant to law the Secretary is required to exercise his authority hereunder in a manner consistent with a reasonable opportunity by the Concessioner to realize a profit on the operations conducted hereunder as a whole commensurate with the capital invested and the obligations assumed:

NOW, THEREFORE, pursuant to the authority contained in the Acts of August 25, 1916, (39 Stat. 535; 16 U.S.C. 1, 2-4), and October 9, 1965, (79 Stat. 969; 16 U.S.C. 20 et seq.), and other laws supplemental thereto and amendatory thereof, the Secretary and the Concessioner agree as follows:

SEC. 1. TERM OF CONCESSION CONTRACT (a) This CONCESSION CONTRACT shall be for the term of FIVE (5) years from January 1, 1998 through December 31, 2002.

*** BRYCE CANYON NATIONAL PARK ***
**** Intermountain Region - National Park Service ****

(b) The Concessioner shall undertake and complete an Improvement and Building Program (hereinafter "Improvement Program") costing not less than \$35,000 as adjusted per project to reflect par value in the year of actual construction in accordance with the appropriate indexes of the Department of Commerce's "Construction Review." It is agreed that such investment is consistent with Section 3(a) hereof. The Improvement Program shall include:

The construction of a small wooden wrangler shed/visitor contact station and the replacement of current pit toilets on the Peekaboo Loop Trail with a bulk reduction toilet system.

(c) The Concessioner shall commence construction under the Improvement Program on or before April 1, 1998, in such a manner as to demonstrate to the satisfaction of the Secretary that it is in good faith carrying the Improvement Program forward reasonably under the circumstances. After written approval of plans and specifications, the Concessioner shall provide the Secretary with such evidence or documentation, as may be satisfactory to the Secretary, to demonstrate that the Improvement Program duly is being carried forward, and shall complete and have the improvements and buildings available for public use on or before January 1, 1999.

(d) The Concessioner may, at the discretion of the Secretary, be relieved in whole or in part of any or all of the obligations of the Improvement Program for such stated periods as the Secretary may deem proper upon written application by the Concessioner showing circumstances beyond its control warranting such relief.

(e) In addition to the Improvement Program described above, the Concessioner shall accomplish such additional improvement projects as may be funded from the account(s) established in Section 10 hereof.

SEC. 2. ACCOMMODATIONS, FACILITIES AND SERVICES (a) The Secretary hereby requires the Concessioner during the term of this CONCESSION CONTRACT to provide guided trail rides, all of which shall be interpretive in nature.

(b) The Secretary reserves the right to determine and control the nature, type and quality of the merchandise and services described herein to be sold or furnished by the Concessioner within the Area.

(c) This CONCESSION CONTRACT and the administration of it by the Secretary shall be subject to the laws of Congress governing the Area and rules, regulations and policies promulgated thereunder, whether now in force or hereafter enacted or promulgated, including but not limited to United States Public Health Service requirements. The Concessioner must also comply with applicable requirements promulgated by the **United States Department of Labor's Occupational Safety and Health Act of 1970 (OSHA)** and those provisions outlined in the National Park Service's Safety and Occupational Health Policy associated with visitor safety and health.

(d) In order to implement these requirements the Secretary, acting through the Superintendent and in consultation with the Concessioner, shall establish and revise as circumstances warrant, specific operating requirements in the form of an Operating Plan which shall be adhered to by the Concessioner. The initial Operating Plan is attached hereto as Exhibit "G" and hereby made a part hereof. Modifications made to the initial Operating Plan by the Secretary shall not be inconsistent with the terms and conditions of the main body of this CONCESSION CONTRACT.

SEC. 3. PLANT, PERSONNEL AND RATES (a)(1) The Concessioner shall maintain and operate the accommodations, facilities and services described above to such extent and in such manner as the Secretary may deem satisfactory, and shall provide the plant, personnel, equipment, goods, and commodities necessary therefor, provided that the Concessioner shall not be required to make investments inconsistent with a reasonable opportunity to realize a profit on its operations under this CONCESSION CONTRACT commensurate with the capital invested and the obligations assumed. The Concessioner agrees that the terms of this CONCESSION CONTRACT provide the Concessioner this reasonable opportunity to realize a profit.

(a)(2) All rates and prices charged to the public by the Concessioner for accommodations, services or goods furnished or sold shall be subject to regulation and approval by the Secretary. Reasonableness of rates and prices will be judged generally by comparison with those currently charged for comparable accommodations, services or goods furnished or sold outside of the areas administered by the National Park Service under similar conditions, with due allowance for length of season, provision for peak loads, accessibility, availability and cost of labor and materials, type of patronage, and other

conditions customarily considered in determining charges, but due regard may also be given to such other factors as the Secretary may deem significant.

(a)(3) The Concessioner shall require its employees to observe a strict impartiality as to rates and services in all circumstances. The Concessioner may, subject to the prior approval of the Secretary, grant complimentary or reduced rates under such circumstances as are customary in businesses of the character conducted hereunder. The Concessioner will provide Federal employees conducting official business reduced rates for essential transportation and other specified services in accordance with procedures established by the Secretary.

(b)(1) The Concessioner may be required to have its employees who come in direct contact with the public, so far as practicable, to wear a uniform or badge by which they may be known and distinguished as the employees of the Concessioner. The Concessioner shall require its employees to exercise courtesy and consideration in their relations with the public.

(b)(2) The Concessioner shall review the conduct of any of its employees whose action or activities are considered by the Concessioner or the Secretary to be inconsistent with the proper administration of the Area and enjoyment and protection of visitors and shall take such actions as are necessary to fully correct the situation.

(b)(3) The Concessioner shall, in addition to other laws and regulations which may be applicable to its operations, comply with applicable requirements of (i) Title VII of the Civil Rights Act of 1964, as well as Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, (ii) Title V, Sections 503 and 504 of the Rehabilitation Act of September 26, 1973, P.L. 93-112 as amended in 1978, (iii) 41 C.F.R. Part 60-2 which prescribes affirmative action requirements for contractors and subcontractors, (iv) the Age Discrimination in Employment Act of December 15, 1967 (P.L. 90-202), as amended by (P.L. 95-256) of April 6, 1978, and (v) the Architectural Barriers Act of 1968 (P.L. 90-480). The Concessioner shall also comply with regulations heretofore or hereafter promulgated, relating to nondiscrimination in employment and providing accessible facilities and services to the public including those set forth in Exhibit "A" attached hereto and made a part hereof.

SEC. 4. GOVERNMENT LAND AND IMPROVEMENTS (a)(1) The Secretary hereby assigns for use by the Concessioner during the term of this CONCESSION CONTRACT, certain parcels of land, if any (as described in Exhibit "B" hereto), and Government Improvements, if any (as described in Exhibit "C" hereto), appropriate to conduct operations hereunder.

(a)(2) The Secretary reserves the right to withdraw such assignments or parts thereof at any time during the term of this CONCESSION CONTRACT if, in his judgement, (i) such withdrawal is for the purpose of enhancing or protecting Area resources or visitor enjoyment or safety, or (ii) the operations utilizing such assigned lands or buildings are terminated pursuant to Section 12 hereof.

(a)(3) Any permanent withdrawal of assigned lands or Government Improvements which are essential for conducting the operation authorized hereunder will be considered by the Secretary as a termination of this CONCESSION CONTRACT pursuant to Section 12 hereof. The Secretary shall compensate the Concessioner for any Possessory Interest it may have in such properties permanently withdrawn pursuant to Section 13 hereof.

(b)(1) "Government Improvements" as used herein, means the buildings, structures, utility systems, fixtures, equipment, and other improvements affixed to or resting upon the lands assigned hereunder in such manner as to be part of the realty, if any, constructed or acquired by the Secretary and assigned to the Concessioner by the Secretary for the purposes of this CONCESSION CONTRACT.

(b)(2) The Concessioner shall have a Possessory Interest to the extent provided elsewhere in this CONCESSION CONTRACT in capital improvements (as hereinafter defined) it makes to Government Improvements (excluding improvements made from funds from any Section 10 accounts) with the written permission of the Secretary. In the event that such Possessory Interest is acquired by the Secretary or a successor concessioner at any time, the Concessioner will be compensated for such Possessory Interest pursuant to Section 13 hereof.

(c) The Secretary shall have the right at any time to enter upon the lands and improvements utilized by the Concessioner hereunder for any purpose he may deem reasonably necessary for the administration of the Area.

(d) The Concessioner may construct or install upon assigned lands such buildings, structures, and other improvements as are necessary for operations hereunder, subject to the prior written approval by the Secretary of the location, plans, and specifications thereof. The Secretary may prescribe the form and contents of the application for such approval. The desirability of any project as well as the location, plans and specifications thereof will be reviewed in accordance with applicable provisions of the National Environmental Policy Act of 1969 and the National Historic Preservation Act of 1966, among other requirements.

(e) If, during the term of this CONCESSION CONTRACT, a Government Improvement requires capital improvement (major repairs and/or improvements that serve to prolong the life of the Government Improvement to an extent requiring capital investment for major repair), such capital improvements shall be made by the Concessioner at its expense if consistent with a reasonable opportunity for the Concessioner to realize a profit as described above. Where capital improvements to other Government facilities which directly support the Concessioner's operations under this CONCESSION CONTRACT are determined by the Secretary to be necessary for the accommodation of Area visitors, such improvements shall be made by the Concessioner at its expense unless the Secretary determines that expenditures for such improvements are inconsistent with a reasonable opportunity for the Concessioner to realize a profit as described above.

SEC. 5. MAINTENANCE (a) Subject to Section 4(e) hereof, the Concessioner will physically maintain and repair all facilities (both Government Improvements and Concessioner Improvements) used in operations under this CONCESSION CONTRACT, including maintenance of assigned lands and all necessary housekeeping activities associated with such operations, to the satisfaction of the Secretary.

(b) In order to implement these requirements, the Secretary, acting through the Superintendent, shall undertake appropriate inspections, and, in consultation with the Concessioner, shall establish and revise as circumstances warrant a Maintenance Plan consisting of specific maintenance requirements which shall be adhered to by the Concessioner. The initial Maintenance Plan is attached hereto as Exhibit "F" and hereby made a part hereof. Modifications made to the initial Maintenance Plan by the Secretary shall not be inconsistent with the terms and conditions of the main body of this CONCESSION CONTRACT.

SEC. 6. CONCESSIONER'S IMPROVEMENTS (a)(1) "Concessioner Improvements," as used herein, means buildings, structures, fixtures, equipment, and other improvements, affixed to or resting upon the lands assigned hereunder in such manner as to be a part of the realty, provided by the Concessioner for the purposes of this CONCESSION CONTRACT (excluding improvements made to Government Improvements and improvements made from funds in any Section 10 accounts), as follows: (i) such improvements upon the lands assigned at the date hereof as described in Exhibit "D" hereto; and (ii) all such improvements hereafter constructed upon or affixed to the lands assigned to the Concessioner with the written consent of the Secretary.

(a)(2) Concessioner Improvements do not include any interest in the land upon which the improvements are located.

(a)(3) Any salvage resulting from the authorized removal, severance or demolition of a Concessioner Improvement or any part thereof shall be the property of the Concessioner.

(a)(4) In the event that a Concessioner Improvement is removed, abandoned, demolished, or substantially destroyed and no other improvement is constructed on the site, the Concessioner, at its expense, shall promptly, upon the request of the Secretary, restore the site as nearly as practicable to its original condition.

(b)(1) The Concessioner shall have a Possessory Interest, as defined herein, in Concessioner Improvements to the extent provided by this CONCESSION CONTRACT.

(b)(2) Possessory Interest in Concessioner Improvements or Government Improvements shall not be extinguished by the expiration or other termination of this CONCESSION CONTRACT, and may not be terminated or taken for public use without just compensation as determined in accordance with Section 13. Performance of the obligations assumed by the Secretary under Section 13 hereof shall constitute just compensation with respect to the taking of Possessory Interest.

(c)(1) Possessory Interest, as the term is used in this CONCESSION CONTRACT, shall consist of all incidents of ownership in capital improvements made by the Concessioner, except legal title which shall be vested in the United States and subject to other limitations as set forth in this CONCESSION CONTRACT. Particularly, among other matters, the existence of Possessory Interest shall not be construed to include or imply any

authority, privilege, or right to operate or engage in any business or other activity, and the use or enjoyment of any structure, fixture or improvement in which the Concessioner has a Possessory Interest shall be wholly subject to the applicable provisions of this CONCESSION CONTRACT and to the laws and regulations relating to the Area.

SEC. 7. UTILITIES (a) The Secretary may furnish utilities to the Concessioner for use in connection with the operations authorized under this CONCESSION CONTRACT when available at reasonable rates to be fixed by the Secretary in his discretion. Such rates which shall at least equal the actual cost of providing the utility or service unless a reduced rate is provided for in an established policy of the Secretary in effect at the time of billing.

(b) Should the Secretary not provide such utilities, the Concessioner shall, with the written approval of the Secretary and under such requirements as the Secretary shall prescribe, secure necessary utilities at its own expense from sources outside the Area or shall install the same within the Area with the written permission of the Secretary, subject to the following conditions:

(i) Any water rights deemed necessary by the Concessioner for use of water on Federal lands shall be acquired at its expense in accordance with applicable State procedures and law. Such water rights, upon expiration or termination of this CONCESSION CONTRACT for any reason shall be assigned to and become the property of the United States without compensation;

(ii) Any utility service provided by the Concessioner under this Section shall, if requested by the Secretary, be furnished to the Secretary to such extent as will not unreasonably restrict anticipated use by the Concessioner. The rate per unit charged the Secretary for such service shall be approximately the average cost per unit of providing such service; and

(iii) All appliances and machinery to be used in connection with the privileges granted in this Section, as well as the plans for location and installation of such appliances and machinery, shall first be approved by the Secretary.

SEC. 8. ACCOUNTING RECORDS AND REPORTS (a) The Concessioner shall maintain an accounting system whereby its accounts can be readily identified with its system of accounts classification. The Concessioner shall submit annually as soon as possible but not later than March 1, a financial statement for the preceding year or portion of a year as prescribed by the Secretary, and such other reports and data, including, but not limited to, operations information, as may be required by the Secretary. Such information are subject to public release to the extent authorized by law or established policies and procedures of the Secretary. The Concessioner's system of accounts classification shall be directly related to the Concessioner Annual Report Form issued by the Secretary. If the annual gross receipts of the Concessioner are in excess of \$1,000,000, the financial statements shall be audited by an independent certified public accountant or by an independent licensed public accountant certified or licensed by a regulatory authority of a State or other political subdivision of the United States on or before December 31, 1970, in accordance with the auditing standards and procedures promulgated by the American Institute of Certified Public Accountants. If annual gross receipts are between \$250,000, and \$1,000,000, the financial statements shall be reviewed by an independent certified public accountant or by a licensed public accountant certified or licensed by a regulatory authority of a State or other political subdivision of the United States on or before December 31, 1970, in accordance with the auditing standards and procedures promulgated by the American Institute of Certified Public Accountants. If annual gross receipts are less than \$250,000, the financial statements may be prepared without involvement by an independent certified or licensed public accountant, unless otherwise directed by the Secretary.

If the Concessioner is required to have its annual financial statement (Concessioner Annual Financial Report) audited or reviewed, the Concessioner must use the accrual accounting method. In addition, it must include in its annual financial statement a footnote that reconciles its annual financial statement to its Federal income tax returns.

(b) The Secretary and Comptroller General of the United States, or any of their duly authorized representatives, shall at any time up until the expiration of five (5) calendar years after the expiration of this CONCESSION CONTRACT, have access to and the right to examine any of the Concessioner's pertinent books, documents, papers, and records, including Federal and State income tax returns (collectively "documents"), and such documents

of any subconcessioner related to this CONCESSION CONTRACT, and, such documents of any proprietary or affiliate companies of the Concessioner.

SEC. 9. FEES For the term of this CONCESSION CONTRACT, the Concessioner shall pay to the Secretary for the privileges granted herein, fees as follows:

(a)(1) An annual fee for the use of Government Improvements assigned to the Concessioner, if any. Such fee and related Government Improvement shall be identified in Exhibit "C" hereto, and the fee may be adjusted annually by the Secretary to equal the fair annual value of the related Government Improvement as determined by the Secretary.

(a)(2) In addition to the foregoing, a franchise fee equal to ZERO PERCENT (0%) of the Concessioner's gross receipts, as herein defined, for the preceding year or portion of a year.

(b) The franchise fee shall be due on a monthly basis at the end of each month and shall be paid by the Concessioner in such a manner that payment shall be received by the Secretary on the 15th day of the following month for each month that the Concessioner operates. Such monthly payment shall include the annual use fee for assigned Government Improvements, as set forth in Exhibit "C" hereto, divided by the expected number of operating months, as well as the specified percentage of gross receipts for the preceding month. The payment of any additional amounts due at the end of the operating year as a result of adjustments shall be paid at the time of submission of the Concessioner's annual financial statement. Overpayments shall be offset against the following year's franchise fees due. All franchise fee payments consisting of \$10,000 or more, shall be deposited electronically by the Concessioner using the Treasury Financial Communications System.

(c) An interest charge will be assessed on overdue amounts for each 30-day period, or portion thereof, that payment is delayed beyond the 15-day period provided for above. The percent of interest charged will be based on the current value of funds to the United States Treasury as published quarterly in the Treasury Fiscal Requirements Manual.

(d)(1) The term "gross receipts" as used in this CONCESSION CONTRACT shall mean the total amount received or realized by, or accruing to, the Concessioner from all sales for cash or credit,

of services, accommodations, materials, and other merchandise made pursuant to the rights granted by this CONCESSION CONTRACT, including gross receipts of subconcessioners as herein defined and commissions earned on contracts or agreements with other persons or companies operating in the Area, and excluding: intracompany earnings on account of charges to other departments of the operation (such as laundry), charges for employees' meals, lodgings, and transportation, cash discounts on purchases, cash discounts on sales, returned sales and allowances, interest on money loaned or in bank accounts, income from investments, income from subsidiary companies outside of the Area, sale of property other than that purchased in the regular course of business for the purpose of resale, and sales and excise taxes that are added as separate charges to approved sales prices, gasoline taxes, fishing license fees, and postage stamps, provided that the amount excluded shall not exceed the amount actually due or paid government agencies, and amounts received as a result of an add-on to recover utility costs above comparable utility charges.

(d)(2) The term "gross receipts of subconcessioners" as used in this CONCESSION CONTRACT shall mean the total amount received or realized by, or accruing to, subconcessioners from all sources, as a result of the exercise of the rights conferred by subconcession contracts hereunder without allowances, exclusions or deductions of any kind or nature whatsoever and the subconcessioner shall report the full amount of all such receipts to the Concessioner by March 1 of the following year for each year or portion of a year. Subconcessioners shall maintain an accurate and complete record of all items listed in Subsection (d)(1) of this Section as exclusions from the Concessioner's gross receipts and shall report the same to the Concessioner with the gross receipts. The Concessioner shall be entitled to exclude items listed in Subsection (d)(1) in computing the franchise fee payable to the Secretary as provided for in Subsection (a) hereof.

SEC. 10. ACCOUNTS

No Government Improvement Account is included in the CONTRACT.

(a)(1) CAPITAL ACCOUNT: As partial consideration for the privileges granted by this CONTRACT, the Concessioner shall establish a "Capital Account" (CA) by which it will undertake, on a project basis, improvements which directly support the Concessioner's operations hereunder. Funds in the Capital Account including interest earned thereon, are to be placed in an

interest bearing account in a Federally Insured Financial Institution by the Concessioner but shall be used in accordance with Exhibit "H" only for construction of qualified improvements approved by the Superintendent in accordance with priorities established by the National Park Service Field Director. Projects estimated to cost over \$1,000,000 must be approved in writing by the Director.

(b)(2) Improvements paid for with funds from the Capital Account will not include routine, operational maintenance of facilities or housekeeping activities. Nothing in this Section shall lessen the responsibility of the Concessioner to carry out the routine, operational maintenance and repair of Government Improvements as required by Sections 4 and 5 of this CONCESSION CONTRACT, or otherwise, from Concessioner funds exclusive of those funds contained in the Capital Account. Funds in the Capital Account shall not be used for purposes for which those Sections would apply. The Concessioner shall have no ownership, Possessory Interest or other interest in improvements made from Capital Account funds.

(b)(3) The Concessioner shall deposit within fifteen (15) days after the last day of each month that the Concessioner operates a sum ("SUM") equal to FIVE PERCENT (5%) of the Concessioner's Gross Receipts for the previous month, as defined in this CONCESSION CONTRACT, into an interest bearing account at a Federally insured financial institution. The account shall be maintained separately from all other Concessioner funds and copies of monthly account statements shall be provided to the Secretary. An interest charge will be assessed on overdue deposits for each thirty (30) day period, or portion thereof, that the deposit is delayed beyond the fifteen (15) day period provided for herein. The percent of interest charged will be based on the then current value of funds to the U.S. Treasury as published in the Treasury Fiscal Requirements Manual.

(b)(4) The Concessioner shall submit annually, no later than March 1, of the year following the Concessioner's accounting year a statement reflecting total activity in the Capital Account for the preceding accounting year. The statement shall reflect monthly credits, expenses by project, and the interest earned.

(b)(5) Advances or credits to the Capital Account by the Concessioner are not permitted. Projects will be carried out by the Concessioner as the Superintendent shall direct in writing and in advance of any expenditure being made. For all expenditures made for each project from Capital Account funds,

the Concessioner shall maintain auditable records including invoices, billings, canceled checks, and other documentation satisfactory to the Secretary.

(b)(6) Upon the expiration or termination of this CONCESSION CONTRACT, or upon assignment or sale of interests related to this CONCESSION CONTRACT, the unexpended balance remaining in the Capital Account shall be expended by the Concessioner for approved Projects, or, shall be remitted by the Concessioner to the Secretary in such a manner that payment shall be received by the Secretary within fifteen (15) days after the last day of the Concessioner's operation. Any payment consisting of \$10,000 or more shall be deposited electronically by the Concessioner using the Treasury Financial Communications System. An interest charge will be assessed on overdue amounts for each thirty (30) day period, or portion thereof, that payment is delayed beyond the fifteen (15) day period provided for herein. The percent of interest charged will be based on the current value of funds to the United States Treasury which is published quarterly in the Treasury Fiscal Requirements Manual.

SEC. 11. BOND AND LIEN The Secretary may, in his discretion, require the Concessioner to furnish a surety bond acceptable to the Secretary conditioned upon faithful performance of this CONCESSION CONTRACT, in such form and in such amount as the Secretary may deem adequate, not in excess of ZERO DOLLARS (\$ 0.00). As additional security for the faithful performance by the Concessioner of all of its obligations under this CONCESSION CONTRACT, and the payment to the Government of all damages or claims that may result from the Concessioner's failure to observe such obligations, the Government shall have at all times the first lien on all assets of the Concessioner within the Area.

SEC. 12. TERMINATION (a)(1) The Secretary may terminate this CONCESSION CONTRACT in whole or part for default at any time and may terminate this CONCESSION CONTRACT in whole or part when necessary for the purpose of enhancing or protecting Area resources or visitor enjoyment or safety.

(a)(2) Operations under this CONCESSION CONTRACT may be suspended in whole or in part at the discretion of the Secretary when necessary to enhance or protect Area resources or visitor enjoyment or safety.

(a)(3) Termination or suspension shall be by written notice to the Concessioner and, in the event of proposed termination for default, the Secretary shall give the Concessioner a reasonable period of time to correct stated deficiencies.

(a)(4) Termination for default may be utilized in circumstances where the Concessioner has breached any requirement of this CONCESSION CONTRACT, including, but not limited to, failure to maintain and operate accommodations, facilities and services to the satisfaction of the Secretary in accordance with the Secretary's requirements hereunder.

(b) In the event of termination or expiration of this CONCESSION CONTRACT, the total compensation to the Concessioner for such termination or upon expiration shall be as described in Section 13 ("Compensation") of this CONCESSION CONTRACT.

(c) In the event it is deemed by the Secretary necessary to suspend operations under this CONCESSION CONTRACT in whole or in part to enhance or protect Area resources or visitor enjoyment or safety, the Secretary shall not be liable for any compensation to the Concessioner for losses occasioned thereby, including but not limited to, lost income, profit, wages, or other monies which may be claimed.

(d) To avoid interruption of services to the public upon the expiration or termination of this CONCESSION CONTRACT for any reason, the Concessioner, upon the request of the Secretary, shall (i) continue to conduct all operations hereunder for a reasonable period of time to allow the Secretary to select a successor concessioner, or (ii) consent to the use by a temporary operator, designated by the Secretary, of Concessioner Improvements and personal property, if any, not including current or intangible assets, used in operations hereunder upon fair terms and conditions, provided that the Concessioner shall be entitled to an annual fee for the use of such improvements and personal property, prorated for the period of use, in the amount of the annual depreciation of such improvements and personal property, plus a return on the book value of such improvements and personal property equal to the prime lending rate, effective on the date the temporary operator assumes managerial and operational responsibilities, as published by the Federal Reserve System Board of Governors or as agreed upon by the parties involved. In such circumstances, the method of depreciation applied shall be either straight line depreciation or depreciation as shown on the Concessioner's Federal income tax return.

SEC. 13. COMPENSATION (a) Just Compensation: The compensation described in this Section shall constitute full and just compensation to the Concessioner from the Secretary for all losses and claims occasioned by the circumstances described below.

(b) Contract expiration or termination where operations are to be continued: (b)(1) If, for any reason, including CONCESSION CONTRACT expiration or termination as described herein, the Concessioner shall cease to be required by the Secretary to conduct operations hereunder, or substantial part thereof, and, at the time of such event the Secretary intends for substantially the same or similar operations to be continued by a successor, whether a private person, corporation or an agency of the Government; (i) the Concessioner shall sell and transfer to the successor designated by the Secretary its Possessory Interest in Concessioner Improvements and Government Improvements, if any, as defined under this CONCESSION CONTRACT, and all other tangible property of the Concessioner used or held for use within the Area in connection with such operations; and, (ii) the Secretary will require such successor to purchase from the Concessioner such Possessory Interest, if any, and such other property, and to pay the Concessioner the fair value thereof.

(b)(2) The initial fair value of any Possessory Interest in Concessioner Improvements in existence before the effective date of this CONCESSION CONTRACT shall be \$47,351 as of the effective date of this CONCESSION CONTRACT. This initial fair value amount shall annually decrease by ONE FIFTH of this amount, and the value at the end of the term shall be ZERO DOLLARS (\$0.00). In the event of CONCESSION CONTRACT termination or expiration, the Concessioner's right to fair value for such Possessory Interest shall be the amount not yet so decreased. The fair value of any Possessory Interest in Government Improvements in existence before the effective date of this CONCESSION CONTRACT shall be the book value of the improvements as of the last day of the contract under which such Possessory Interest was obtained, subject to further reduction pursuant to the applicable depreciation schedule of such improvements.

(b)(3) The fair value of Possessory Interest in additional Concessioner Improvements and Government Improvements made after the effective date of this CONCESSION CONTRACT shall be, unless calculated in accordance with Section 13(d) hereof, the original cost of the improvements less straight line depreciation over the term of the CONTRACT, provided, however, that in no event shall

any such useful life exceed 30 years. In the event that such Possessory Interest is acquired by a successor, the successor will not be permitted to revalue such Possessory Interest, or, alter its depreciation schedule or useful life.

(b)(4) The fair value of merchandise and supplies shall be actual cost including transportation.

(b)(5) The fair value of equipment shall be its book value.

(c) Contract expiration or termination where operations are to be discontinued: If for any reason, including CONCESSION CONTRACT expiration or termination as described herein, the Concessioner shall cease to be required by the Secretary to conduct operations hereunder, or substantial part thereof, and the Secretary at the time chooses to discontinue such operations, or substantial part thereof, within the Area, and/or to abandon, remove, or demolish any Concessioner Improvements, if any, then the Secretary will take such action as may be necessary to assure the Concessioner of compensation for (i) its Possessory Interest in Concessioner Improvements and Government Improvements, if any, in the applicable amount as set forth in Section 13(b) hereof; (ii) the cost to the Concessioner of restoring any assigned lands to a natural condition, including removal and demolition, (less salvage) if required by the Secretary; and (iii) the cost of transporting to a reasonable market for sale such movable property of the Concessioner as may be made useless by such determination. Any such property that has not been removed by the Concessioner within a reasonable time following such determination shall become the property of the United States without further compensation therefor.

(d) Contract Termination for Default for Unsatisfactory Performance. Notwithstanding any other provision of this CONCESSION CONTRACT to the contrary, in the event of termination of this CONCESSION CONTRACT for default for failure to maintain and operate accommodations, facilities and services hereunder to the satisfaction of the Secretary in accordance with the Secretary's requirements, compensation for Possessory Interest in Concessioner Improvements, if any, except for Possessory Interest in Concessioner Improvements in existence before the effective date of this CONCESSION CONTRACT, shall be as set forth in Section 13(b) hereof or at book value, whichever is less.

SEC. 14. ASSIGNMENT, SALE OR ENCUMBRANCE OF INTERESTS (a)
Pursuant to this Section and 36 C.F.R. Part 51, the Concessioner

and/or any person or entity which owns a controlling interest (as is or as may be defined in 36 C.F.R. Part 51) in a Concessioner's ownership, (collectively defined as the "Concessioner" for the purposes of this Section) shall not assign or otherwise sell or transfer responsibilities under this CONCESSION CONTRACT or concession operations hereunder, or the Concessioner's assets in the concession operation, nor sell or otherwise assign, transfer or encumber (including, without limitation, mergers, consolidations, reorganizations, other business combinations, mortgages, liens or collateral) a controlling interest in such operations, this CONCESSION CONTRACT, or a controlling interest in the Concessioner's ownership or assets (as is or as may be defined in 36 C.F.R. Part 51), without the prior written approval of the Secretary.

(a)(2) Such approval is not a matter of right and is further subject to the requirements of 36 C.F.R. Part 51 (as are or as may be set forth therein). The Secretary will exercise his discretion as to whether and/or under what conditions a proposed transaction will be approved in accordance with established policies and procedures.

(a)(3) Failure to comply with this provision or the procedures described herein shall constitute a material breach of this CONCESSION CONTRACT for which this CONCESSION CONTRACT may be terminated immediately by the Secretary without regard to the procedures for termination for default described in Section 12 hereof, and, the Secretary shall not be obliged to recognize any right of any person or entity to an interest in this CONCESSION CONTRACT or to own or operate operations hereunder acquired in violation hereof.

(b) The Concessioner shall advise the person(s) or entity proposing to enter into a transaction which is subject to this Section that the Secretary shall be notified and that the proposed transaction is subject to review and approval by the Secretary. The Concessioner shall request in writing the Secretary's approval of the proposed transaction prior to consummation and shall promptly provide the Secretary all relevant documents related to the transaction, and the names and qualifications of the person(s) or entity involved in the proposed transaction. The relevant documents shall be as described in 36 C.F.R. Part 51 but shall also include other documents as the Secretary may require.

(c) The Concessioner may not enter into any agreement with any entity or person except employees of the Concessioner to exercise

substantial management responsibilities for operations hereunder or any part hereof without the written approval of the Secretary given at least thirty (30) days in advance of such transaction.

(d) No mortgage shall be executed, and no bonds, shares of stock or other evidence of interest in, or indebtedness upon, the rights and/or properties of the Concessioner, including this CONCESSION CONTRACT, in the Area, shall be issued without prior written approval of the Secretary. Approval of such encumbrances shall be granted only for the purposes of installing, enlarging or improving, plant equipment and facilities, provided that, such rights and/or properties, including possessory interests, or evidences of interests therein, in addition, may be encumbered for the purposes of purchasing existing concession plant, equipment and facilities. In the event of default on such a mortgage, encumbrance, or such other indebtedness, or of other assignment, transfer, or encumbrance, the creditor or any assignee thereof, shall succeed to the interest of the Concessioner in such rights and/or properties but shall not thereby acquire operating rights or privileges which shall be subject to the disposition of the Secretary.

SEC. 15. APPROVAL OF SUBCONCESSION CONTRACTS All contracts and agreements (other than those subject to approval pursuant to Section 14 hereof) proposed to be entered into by the Concessioner with respect to the exercise by others of the privileges granted by this CONCESSION CONTRACT in whole or part shall be considered as subconcession contracts and shall be submitted in advance of execution to the Secretary for his approval and shall be effective only if approved. However, agreements with others to provide vending or other coin-operated machines shall not be considered as subconcession contracts. In the event any such subconcession contract or agreement is approved the Concessioner shall pay to the Secretary by March 1, of the following year or portion of a year a sum equal to FIFTY PERCENT (50%) of any and all fees, commissions or compensation payable to the Concessioner thereunder, which shall be in addition to the franchise fee payable to the Secretary on the gross receipts of subconcessioners as provided for in Section 9 of this CONCESSION CONTRACT.

SEC. 16. INSURANCE AND INDEMNITY (a)(1) General. The Concessioner shall save, hold harmless, defend and indemnify the United States of America, its agents and employees for losses, damages or judgments and expenses on account of fire or other

peril, bodily injury, death or property damage, or claims for bodily injury, death or property damage of any nature whatsoever, and by whomsoever made, arising out of the activities of the Concessioner, his employees, subcontractors or agents under this CONCESSION CONTRACT.

(a)(2) The types and amounts of insurance coverage purchased by the Concessioner shall be approved by the Secretary.

(a)(3) At the request of the Secretary, the Concessioner shall annually, or at the time insurance is purchased, provide the Secretary with a Certificate of Insurance as evidence of compliance with this Section and shall provide the Secretary thirty (30) days advance written notice of any material change in the Concessioner's insurance program hereunder.

(a)(4) The Secretary will not be responsible for any omissions or inadequacies of insurance coverages and amounts in the event the insurance purchased by the Concessioner proves to be inadequate or otherwise insufficient for any reason whatsoever.

(b) Property Insurance. (b)(1) The Concessioner will, in the event of damage or destruction, repair or replace those buildings, structures, equipment, furnishings, betterments and improvements and merchandise determined by the Secretary to be necessary to satisfactorily discharge the Concessioner's obligations under this CONCESSION CONTRACT and for this purpose shall provide fire and extended insurance coverage on both Concessioner Improvements and Government Improvements in such amounts as the Secretary may require during the term of the CONCESSION CONTRACT. Those values currently in effect are set forth in Exhibit "E" to this CONCESSION CONTRACT. This exhibit will be revised at least every 3 years, or sooner, if there is a substantial increase in value.

(b)(2) Such insurance shall provide for the Concessioner and the United States of America to be named insured as their interests may appear. In the event of loss, the Concessioner shall use all proceeds of such insurance to repair, rebuild, restore or replace Concessioner Improvements and Government Improvements, equipment, furnishings and other personal property hereunder, as directed by the Secretary. The lien provision of Section 11 shall apply to such insurance proceeds.

The Concessioner shall purchase the following additional property coverages in the amounts set forth in Exhibit "E":

1. BUILDERS' RISK

(c) Additional Property Damage Requirements - Government Improvements, Property and Equipment. The following additional requirements shall apply to structures all or any part of which are Government Improvements as defined in this CONCESSION CONTRACT.

(c)(1) The insurance policy shall contain a loss payable clause approved by the Secretary which requires insurance proceeds to be paid directly to the Concessioner without requiring endorsement by the United States.

(c)(2) The use of insurance proceeds for repair or replacement of Government Improvements will not alter their character as Government Improvements and, notwithstanding any provision of this CONCESSION CONTRACT to the contrary, the Concessioner shall gain no Possessory Interest therein.

(d). Public Liability. (d)(1) The Concessioner shall provide Comprehensive General Liability Insurance against claims occasioned by actions or omissions of the Concessioner in carrying out the activities and operation authorized hereunder.

(d)(2) Such insurance shall be in the amount commensurate with the degree of risk and the scope and size of such activities authorized herein, but in any event, the limits of liability shall not be less than \$300,000 per occurrence covering both bodily injury and property damage. If claims reduce available insurance below the required per occurrence limits, the Concessioner shall obtain additional insurance to restore the required limits. An umbrella or excess liability policy, in addition to a Comprehensive General Liability Policy, may be used to achieve the required limits.

(d)(3) From time to time, as conditions in the insurance industry warrant, the Secretary reserves the right to revise the minimum required limits.

(d)(4) All liability policies shall specify that the insurance company shall have no right of subrogation against the United States of America or shall provide that the United States of America is named an additional insured.

(d)(5) The Concessioner shall also obtain the following additional coverages at the same limits as required for

Comprehensive General Liability Insurance unless other limits are specified below:

- (1) Automobile Liability - To cover all owned, non-owned, and hired vehicles - Amount - As required by the State of Utah.
- (2) Workers' Compensation - As required by the State of Utah.

SEC. 17. PROCUREMENT OF GOODS, EQUIPMENT AND SERVICES In computing net profits for any purposes of this CONCESSION CONTRACT, the Concessioner agrees that its accounts will be kept in such manner that there will be no diversion or concealment of profits in the operations authorized hereunder by means of arrangements for the procurement of equipment, merchandise, supplies or services from sources controlled by or under common ownership with the Concessioner or by any other device.

SEC. 18. GENERAL PROVISIONS (a) Reference in this CONCESSION CONTRACT to the "Secretary" shall mean the Secretary of the Interior, and the term shall include his duly authorized representatives.

(b) The Concessioner is not entitled to be awarded or to have negotiating rights to any Federal procurement or service contract by virtue of any provision of this CONCESSION CONTRACT.

(c) Notwithstanding any other provision hereof, the Secretary reserves the right to provide directly or through cooperative or other non-concession agreements with non-profit organizations, any accommodations, facilities or services to Area visitors which are part of and appropriate to the Area's interpretive program.

(d) That any and all taxes which may be lawfully imposed by any State or its political subdivisions upon the property or business of the Concessioner shall be paid promptly by the Concessioner.

(e) No member of, or delegate to, Congress or Resident Commissioner shall be admitted to any share or part of this CONCESSION CONTRACT or to any benefit that may arise herefrom but this restriction shall not be construed to extend to this CONCESSION CONTRACT if made with a corporation or company for its general benefit.

(f) This CONCESSION CONTRACT may not be extended, renewed or amended in any respect except when agreed to in writing by the Secretary and the Concessioner.

IN WITNESS WHEREOF, the parties hereto have hereunder subscribed their names and affixed their seals.

Dated at Denver, Colorado, this 4th day of November 19 .

CONCESSIONER

UNITED STATES OF AMERICA

BY Paulo Mangum

(sgd) John H. King
BY John H. King

President
BRYCE ZION TRAIL RIDES, INC.

Director, Intermountain Region
National Park Service

CORPORATIONS

ATTEST:

BY _____

TITLE _____

NONDISCRIMINATION

SECTION I

REQUIREMENTS RELATING TO EMPLOYMENT
AND
SERVICE TO THE PUBLIC

A. EMPLOYMENT: During the performance of this concession permit the Concessioner agrees as follows:

(1) The Concessioner will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, or disabling condition. The Concessioner will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, or disabling condition. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Concessioner agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Secretary setting forth the provision of this nondiscrimination clause.

(2) The Concessioner will, in all solicitations or advertisements for employees placed by on behalf of the Concessioner, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, national origin, or disabling condition.

(3) The Concessioner will send to each labor union or representative of workers with which the Concessioner has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Secretary, advising the labor union or workers' representative of the Concessioner's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) Within 120 days of the commencement of a contract every Government contractor or subcontractor holding a contract that generates gross receipts which exceed \$50,000 and having 50 or more employees shall prepare and maintain an affirmative action program at each establishment which shall set forth the contractor's policies, practices, and procedures in accordance with the affirmative action program requirement.

(5) The Concessioner will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Concessioner will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the Concessioner's books, records, and accounts by the Secretary of the Interior and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

*** Bryce Canyon National Park ***
*** Intermountain Region - NATIONAL PARK SERVICE ***

(7) In the event of the Concessioner's noncompliance with the nondiscrimination clauses of this concession permit or with any of such rules, regulations, or orders, this concession permit may be canceled, terminated or suspended in whole or in part and the Concessioner may be declared ineligible for further Government concession permits in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Concessioner will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The Concessioner will take such action with respect to any subcontract or purchase order as the Secretary may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Concessioner becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Secretary, the Concessioner may request the United States to enter into such litigation to protect the interests of the United States.

B. CONSTRUCTION, REPAIR, AND SIMILAR CONTRACTS: The preceding provisions A(1) through A(8) governing performance of work under this contract, as set out in Section 202 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, shall be applicable to this permit, and shall be included in all contracts executed by the Concessioner for the performance of construction, repair, and similar work contemplated by this permit, and for that purpose the term "permit" shall be deemed to refer to this instrument and to contracts awarded by the Concessioner and the term "Concessioner" shall be deemed to refer to the Concessioner and to contractors awarded contracts by the Concessioner.

C. FACILITIES: (1) Definitions: As used herein: (i) Concessioner shall mean the Concessioner and its employees, agents, lessees, sublessees, and contractors, and the successors in interest of the Concessioner; (ii) facility shall mean any and all services, facilities, privileges, accommodations, or activities available to the general public and permitted by this agreement.

(2) The Concessioner is prohibited from: (i) publicizing facilities operated hereunder in any manner that would directly or inferentially reflect upon or question the acceptability of any person because of race, color, religion, sex, age, national origin, or disabling condition; (ii) discriminating by segregation or other means against any person because of race, color, religion, sex, age, national origin, or disabling condition in furnishing or refusing to furnish such person the use of any such facility.

(3) The Concessioner shall post a notice in accordance with Federal regulations to inform the public of the provisions of this subsection, at such locations as will ensure that the notice and its contents will be conspicuous to any person seeking accommodations, facilities, services, or privileges. Such notice will be furnished the Concessioner by the Secretary.

(4) The Concessioner shall require provisions identical to those stated in subsection C herein to be incorporated in all of the Concessioner's contracts or other forms of agreement for use of land made in pursuance of this agreement.

SECTION II

ACCESSIBILITY

Title V, Section 504, of the Rehabilitation Act of 1973, as amended in 1978, requires that action be taken to assure that any "program" or "service" being provided to the general public be provided to the highest extent reasonably possible to individuals who are mobility impaired, hearing impaired, and visually impaired. It does not require architectural access to every building or facility, but only that the service or program can be provided somewhere in an accessible location. It also allows for a wide range of methods and techniques for achieving the intent of the law, and calls for consultation with disabled persons in determining what is reasonable and feasible.

No handicapped person shall, because a Concessioner's facilities are inaccessible to or unusable by handicapped persons, be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity receiving Federal financial assistance or conducted by any Executive agency or by the U.S. Postal Service.

PART A

DISCRIMINATION PROHIBITED

A Concessioner, in providing any aid, benefit, or service, may not directly or through contractual, licensing, or other arrangements, on the basis of handicap:

1. Deny a qualified handicapped person the opportunity to participate in or benefit from the aid, benefit, or service;
2. Afford a qualified handicapped person an opportunity to participate in or benefit from the aid, benefit, or service that is not equal to that afforded others;
3. Provide a qualified handicapped person with an aid, benefit, or service that is not as effective as that provided to others;
4. Provide different or separate aids, benefits, or services to handicapped persons or to any class of handicapped persons unless such action is necessary to provide qualified handicapped persons with aid, benefits, or services that are as effective as those provided to others;
5. Aid or perpetuate discrimination against a qualified handicapped person by providing significant assistance to an agency, organization, or person that discriminates on the basis of handicap in providing any aid, benefit, or service to beneficiaries of the recipient's program;
6. Deny a qualified handicapped person the opportunity to participate as a member of planning or advisory boards; or

7. Otherwise limit a qualified handicapped person in the enjoyment of any right, privilege, advantage, or opportunity enjoyed by others receiving an aid, benefit, or service.

PART B

EXISTING FACILITIES

A Concessioner shall operate each program or activity so that the program or activity, when viewed in its entirety, is readily accessible to and usable by handicapped persons. This paragraph does not require a Concessioner to make each of its existing facilities or every part of a facility accessible to and usable by handicapped persons.

*** Bryce Canyon National Park ***
*** Intermountain Region - NATIONAL PARK SERVICE ***

GOVERNMENT IMPROVEMENTS ASSIGNED
utilized pursuant to Section 4

<u>BUILDING</u>	<u>SQUARE FEET</u>	<u>FEE</u>
Feeding Shelter (West)	2,000 s.f.	-0-
Feeding Shelter (East)	1,200 s.f.	-0-

NOV 04 1997

Exhibit "C" Approved effective _____

UNITED STATES OF AMERICA

BY: _____

Act. John A. King
Director, Intermountain Field Area
National Park Service

LAND ASSIGNED

Land is assigned for housekeeping purposes in accordance with the boundaries shown on the following maps.

SEE ATTACHED ASSIGNMENT MAPS

*** Bryce Canyon National Park ***
**** Intermountain Region - NATIONAL PARK SERVICE ****

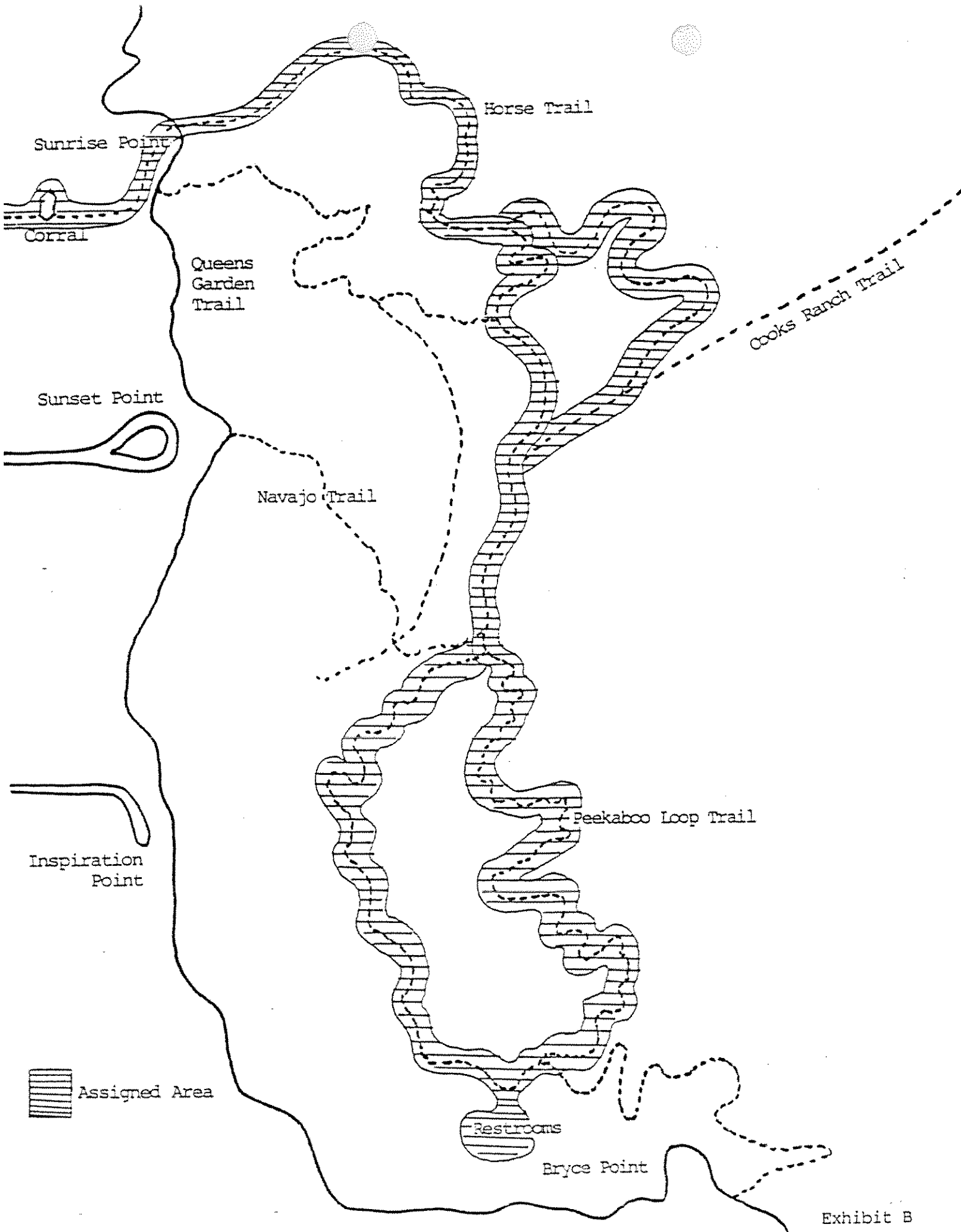
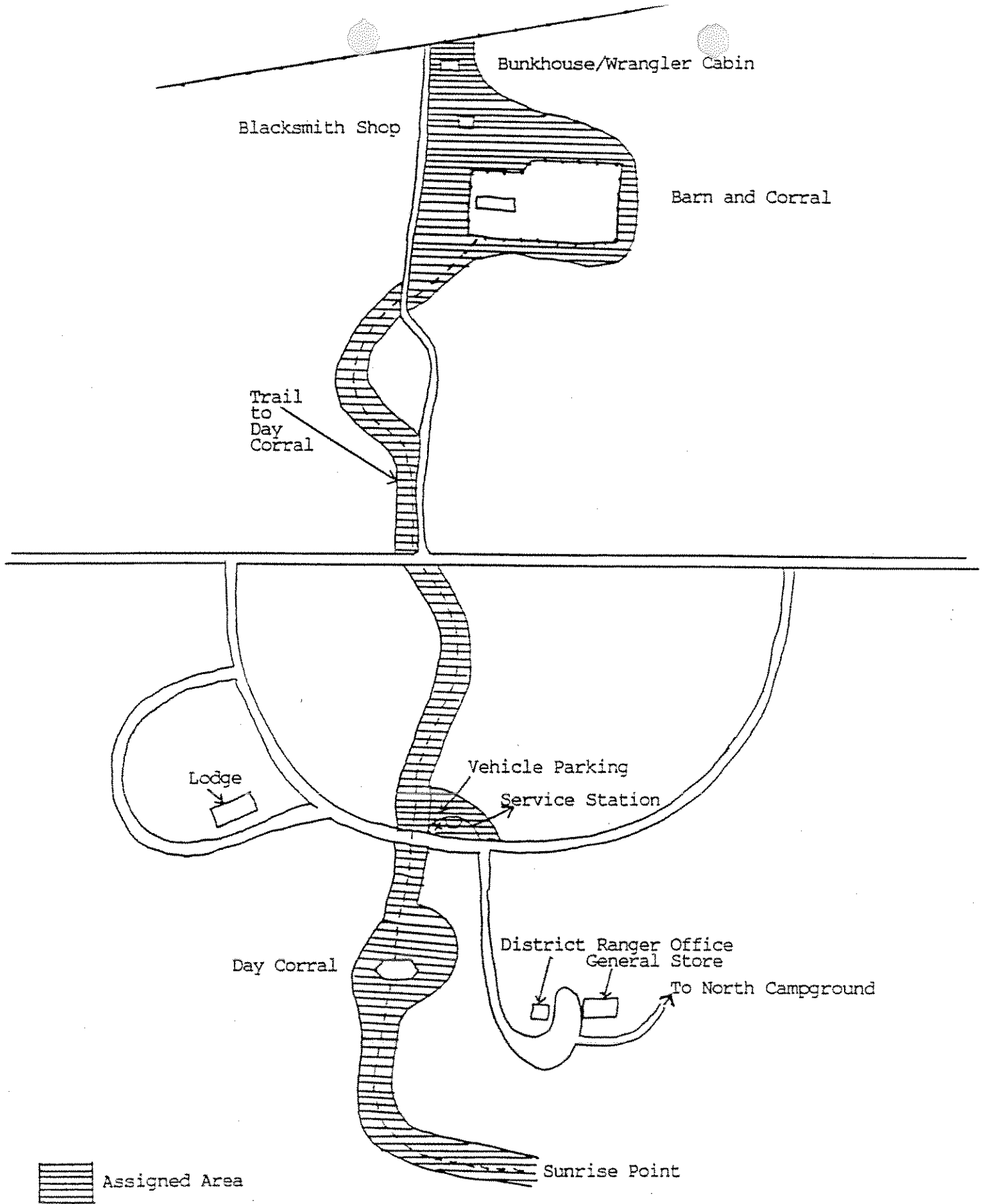


Exhibit B



2006-06-05 12:54

4357896529 >> 700,0303962292 - P 1/1
CC-BRCA002-98
GOVERNMENT IMPROVEMENTS

GOVERNMENT IMPROVEMENTS ASSIGNED
utilized pursuant to Section 4

<u>BUILDING</u>	<u>SQUARE FEET</u>	<u>FEE</u>
Feeding Shelter (West)	2,000 s.f.	-0-
Feeding Shelter (East)	1,200 s.f.	-0-

Exhibit "C" Approved effective NOV 04 1997

UNITED STATES OF AMERICA

BY:

John H. King

Hct Director, Intermountain Field Area
National Park Service

*** Bryce Canyon National Park ***
**** Intermountain Region - NATIONAL PARK SERVICE ****

CONCESSIONER IMPROVEMENTS

Pursuant to Subsection 6 (a) (1)

Improvements as Described at Section 6 and Located at Bryce Canyon National Park and Used for the Purposes of this Contract.

<u>Building</u> <u>Number</u>	<u>Description</u>	<u>Req. Book Value*</u>
HS-74	Horse Barn/Stable - 1,876 sq. ft.	\$ 6,149
NA	Tack Shed/Blacksmith Shop - 300 sq. ft.	1,604
HS-72	Cabin/Bunkhouse - 682 sq. ft.	13,840
NA	Grainery	1,849
NA	Main Corrals	
NA	Loading Corrals	
NA	Holding Corrals	
	Corral subtotal	<u>23,882</u>
	TOTAL	\$47,350 (ROUNDED)

CONCESSIONER

UNITED STATES OF AMERICA

BY:

Paul M. [Signature]

BY:

[Signature]
Director, Intermountain Region
National Park Service

EXHIBIT "E"

BUILDING REPLACEMENT COST FOR INSURANCE PURPOSES

ESTIMATES AS OF: January 1997

EFFECTIVE UNTIL SUPERSEDED

The replacement costs set forth herein are established for the sole purpose of assuring property insurance coverage and shall not be construed as having application for any other purpose.

<u>BLDG #</u>	<u>BUILDING</u>	<u>SQ. FT.</u>	<u>REPLACEMENT COST</u>
Government Buildings			
N/A	Shelter (West)	2,000 s.f.	\$12,200
N/A	Shelter (East)	1,280 s.f.	\$ 9,075
Concessioner Buildings			
HS-72	Cabin/Bunkhouse	682 s.f.	\$35,632
N/A	Tack Shed/Blacksmith	300 s.f.	\$ 5,226
HS-74	Horse Barn/Stable	1,652 s.f.	\$21,806
TOTAL INSURANCE REPLACEMENT VALUE FOR IMPROVEMENTS:			\$83,939.00

CONCESSIONER

UNITED STATES OF AMERICA

BY: Paulo Marguerite
PRESIDENT
Bryce-Zion Trail Rides, Inc.

BY: [Signature]
Director
Intermountain Field Area
National Park Service

*** BRYCE CANYON NATIONAL PARK ***
**** INTERMOUNTAIN REGION - NATIONAL PARK SERVICE ****

EXHIBIT "F"
MAINTENANCE PLAN

Bryce Canyon National Park

Table of Contents

I.	INTRODUCTION	1
II.	GENERAL STANDARDS FOR NATIONAL PARK CONCESSIONER FACILITIES	1
III.	TERMS USED IN THIS AGREEMENT	2
IV.	ANNUAL MAINTENANCE INSPECTIONS	3
V.	CONCESSIONER'S RESPONSIBILITIES	3
	A. <u>Improvements Assigned to the Concessioner:</u> . .	4
	B. <u>Signs:</u>	7
	C. <u>Litter and Garbage:</u>	7
	D. <u>Grounds and Landscaping:</u>	8
	E. <u>Roads, Trails, Parking Areas, Restrooms and Walkways:</u>	8
	F. <u>Utilities:</u>	10
VI.	SERVICE RESPONSIBILITIES	11
	A. <u>Improvements Assigned to the Concessioner:</u> . .	11
	B. <u>Signs:</u>	11
	C. <u>Litter and Garbage:</u>	11
	D. <u>Grounds and Landscaping:</u>	12
	E. <u>Roads, Trails, Parking Areas, and Walkways:</u>	12
	F. <u>Utilities:</u>	12

EXHIBITS

Exhibit F-1: "XXX Form", Assessment of Actions Having an Effect
on Cultural Resources

I. INTRODUCTION

This Maintenance Plan between _____ (hereinafter referred to as the "Concessioner") and Bryce Canyon National Park, National Park Service (hereinafter referred to as the "Service") shall serve as a supplement to Concession Contract CC-BRCA002-98 but does not amend the authorization or alter the rights and liabilities of the parties to the contract. It delineates and specifies the maintenance responsibilities of the Concessioner and the Service with regard to those lands and facilities within Bryce Canyon National Park which are assigned to, or otherwise used by, the Concessioner for the purposes authorized by the Contract.

In the event of any apparent conflict between the terms of the Concession Contract and this Maintenance Plan, the terms of the Concession Contract, including its designations and amendments, shall prevail.

This plan shall remain in effect until superseded or amended. It will be reviewed annually and revised as determined necessary by the Superintendent of Bryce Canyon National Park.

II. GENERAL STANDARDS FOR NATIONAL PARK CONCESSIONER FACILITIES

NPS-48, the National Park Service Guideline for Concessions Management, offers general direction, expectations, and standards on all aspects of concession operations. See chapter regarding standards for interior and exterior maintenance. NPS-48, as amended or supplemented, is hereby incorporated by reference.

The intent of this Maintenance Plan is to ensure that an acceptable standard of facility maintenance is adequately defined and fully achieved. Both the Concessioner and the Service have specific responsibilities as outlined in the Contract and this document.

*** Bryce Canyon National Park ***
**** Intermountain Region - NATIONAL PARK SERVICE ****

III. TERMS USED IN THIS AGREEMENT

"Concessioner Improvements": Fully defined in Contract CC-BRCA002-98, these are buildings, fixtures, equipment, and other improvements provided by the Concessioner.

"Government Improvements": Fully defined in Contract CC-BRCA002-98, these are buildings, fixtures, equipment, and other improvements constructed or acquired by the Government and provided by the Government for the Concessioner's use.

"Assigned Areas": Assigned areas are lands within Bryce Canyon National Park, as defined by Land Assignment Maps in Exhibit "B" to the Contract. These lands contain facilities, improvements, roads, parking areas, trails, and walkways used by the Concessioner. The Concessioner has specific responsibilities, defined below, regarding the condition of these lands together with the facilities, improvements, and landscapes on them.

Comments addressing maintenance responsibilities specific to an area may also be found on the Land Assignment Maps. Any change in land use resulting from building modification, construction, or other activity will result in an immediate corresponding change in the land assignment.

"Exterior": Exterior refers to structures, the foundations, exterior walls and surfaces, roofs, porches, stairways, and other structural attachments. This includes all the equipment, walkways, trails, parking lots, and other improvements, as well as, the lands, landscapes, and utilities within the assigned area of responsibility.

"Interior": Interior refers to the area of structures inside the external walls and under the roof, including doors and window frames. This also includes all equipment, appurtenances, improvements, and utility systems which penetrate the walls, roof, or foundation.

"Maintenance": The preservation and upkeep of real or personal property in as nearly as is practicable to the originally constructed condition or its subsequently improved condition. Maintenance includes operational cyclic repair and rehabilitation work to provide a safe, sanitary and aesthetically pleasing environment for park visitors and employees.

*** Bryce Canyon National Park ***
**** Intermountain Region - NATIONAL PARK SERVICE ****

"Operations": Operations refers to all aspects of activity by the Concessioner authorized under Concessions Contract CC-BRCA002-97. Operations include all services provided to the public and all non-public actions necessary to support those authorized services.

"Repair": Repair is defined as the act of correcting an unsatisfactory physical condition. Replacement is an aspect of repair and may be a necessary and/or an economically sound approach to repairs. Repair is an aspect of maintenance, and the objective of repair is the same as the objective of the general act of maintenance as defined above.

IV. ANNUAL MAINTENANCE INSPECTIONS

The Service and Concessioner shall conduct an annual joint inspection and or review of Government and Concessioner Improvements assigned to the Concessioner to determine what maintenance work is necessary, and if the facilities comply with applicable State of Utah and federal laws, regulations, guidelines, rules, codes, and policies. This review shall take place on a schedule to be established by the Service in consultation with the Concessioner.

Based upon the annual review, deficiencies noted on periodic evaluations (see Operating Plan), and needs identified by concessioner staff, the Concessioner shall prepare a list of maintenance needs and an annual maintenance program proposal to submit for Service approval by December 1 of each year. This program will list specific projects and the manner by which the Concessioner intends to execute its maintenance responsibilities during the following year.

V. CONCESSIONER'S RESPONSIBILITIES

The following sections identify the responsibilities of the Concessioner.

A. Improvements Assigned to the Concessioner:

The Concessioner shall maintain and repair Government and Concessioner Improvements assigned to the

*** Bryce Canyon National Park ***
**** Intermountain Region - NATIONAL PARK SERVICE ****

Concessioner except as noted under "Service Responsibilities."

The Concessioner's maintenance responsibilities include, but are not limited to: lands, landscaping, and drainage structures; all improvements resting on the lands (buildings, walkways, trails, parking areas, pavement markings, fences, curbing, culverts, swimming pools, etc.); underground storage tanks and associated mitigation if needed; intrusion and fire alarm systems; interior and exterior lighting systems; fire suppression systems; utility and utility distribution systems; structural elements and surfaces (roofing, flooring, windows, doors, porches, etc. including hazard abatement); heating and cooling systems; and all installed fixtures and miscellaneous equipment.

The Concessioner will carry out general preventative and cyclic maintenance and emergency repair in a timely manner to ensure that all Improvements assigned to the Concessioner achieve the basic goals described by NPS-48 and other codes and guidelines.

If the Concessioner proposes to undertake work that will result in a modification to assigned improvements (both Concessioner and Government Improvements); an increase in the Possessory Interest claimed by the Concessioner in a structure or facility; new or changed services; or new construction, the Concessioner will submit a written request to the Service and obtain written approval prior to undertaking the work. The information contained in Exhibit 1 should be included in the written notification. All plans submitted must be prepared in accordance with the NPS Drafting Guideline, NPS-10.

During work and upon completion, all new construction or significant project work will be inspected by an independent inspector. The inspection shall be included in the project funding. An inspection report verifying code compliance must be submitted to the Service prior to using or occupying the improvement. A project completion report, which includes total project costs, shall be supplied to the Service within 45 days of completion of work on the project.

*** Bryce Canyon National Park ***
**** Intermountain Region - NATIONAL PARK SERVICE ****

Written notification and approval is also required for projects that change the nature or appearance of any facility in an historic structure or that is located in an historic district (See Section V. A. 9, below). This does not apply to routine work which does not change the nature, appearance, or value of a facility.

1. Codes: The Concessioner shall comply with all applicable federal, state, and local codes, including but not limited to, the Uniform Building Code, the Uniform Federal Accessibility Standards, the Uniform Plumbing Code, the National Electric Code, and the National Fire Protection Association's (NFPA) Life Safety Codes; unless a written exception has been provided by the Superintendent.
2. Painting: To maintain the appearance of the structures, exterior painting shall be performed on a seven year cyclic basis or more often if needed to provide adequate protection to the structure. Interior painting shall be performed on a five year cyclic schedule or more often if needed to maintain a good appearance. The Service must provide advance written approval for lengthening intervals or change of paint color.
3. Interior Systems: The Concessioner shall operate, repair, and replace lighting, heating, and cooling systems. The Concessioner shall clean and inspect all chimneys, fireplaces, stoves, and exhaust ducts prior to each operating season.
4. Utility Systems: The Concessioner shall operate, repair, and replace all interior and exterior utility systems within Concessioner land assignments as described herein or shown and described on Land Assignment Maps.
5. Safety Equipment: The Concessioner will provide and maintain safety devices, fire detection and suppression equipment, and such additional appurtenances as are necessary for the protection of the employees and the public as well as assigned Concessioner and Government

Improvements by complying with all applicable county, state, and federal codes.

6. Fire Equipment: The Concessioner is responsible for all hose boxes, fire hose, standpipes, and extinguishers within their area of responsibility and shall inspect the equipment on a regular basis to ensure proper working order and compliance with the NFPA Life Safety Code.
7. Roof Replacement: As roof materials are replaced, type A materials will be used to maximize the fire protection provided to structures assigned to the Concessioner.
8. Concessioner Housing: The Concessioner will carry out general maintenance and repair of employee housing structures on a timely basis to ensure that employee housing achieves the basic goals described in NPS-48 and NPS-76, the National Park Service Guideline on Housing Design and Rehabilitation. Heating systems shall be inspected and cleaned on a cyclic basis and prior to initial occupancy. The Concessioner shall monitor employee housing for compliance with fire, health and safety codes and Service policies and guidelines.
9. Hazardous Materials: The Concessioner shall maintain health and safety standards and take necessary mitigative and corrective measures to assure healthy working and living environments in all assigned buildings and improvements. Hazardous materials shall be handled in accordance with OSHA 29 CFS, 1910 and 1926. Hazardous materials management examples include asbestos, radon, and lead base paint. The Concessioner shall obtain Service approval before using chemicals, pesticides, and toxic materials (Any item with an Environmental Protection Agency registration number). Applications and methods of use shall be in conform to federal, state, and county laws, and applicable codes, policies, and guidelines.

B. Signs:

The Concessioner shall ensure its signs are compatible with Service sign standards. Sign size, style, color, and location shall be submitted for Service approval prior to installation. No handwritten signs shall be permitted within the Concessioner's area of responsibility except on a short-term, interim basis.

The Service may install signs within the areas assigned to the Concessioner.

C. Litter and Garbage:

The Concessioner shall provide an effective system for the collection and disposal of garbage and trash within its areas of responsibility. The Concessioner shall keep assigned areas free of litter, debris, garbage, and abandoned equipment, vehicles, furniture, or fixtures. Refuse shall be stored in receptacles which are covered, waterproof and vermin-proof.

These containers will be kept clean, well maintained, and serviceable; sites will be free of spills, waste, and odors. To prevent pest attraction and breeding, all wet garbage from concession operations will be adequately bagged and tied or stored in sealed containers. Waste must not accumulate in trash containers to the point of overflowing. Trash containers shall be conveniently located and in sufficient quantity to handle the needs of the area. The Concessioner will place cigarette receptacles at heavy use locations within assigned areas.

All materials generated as solid waste must be removed from parks at the Concessioner's expense and disposed of in an appropriate manner in an approved site. Applicable state and/or county codes shall also be followed.

The Concessioner will participate in the Park's Integrated Solid Waste Management Program.

D. Grounds and Landscaping:

The Concessioner shall conduct their activities in a manner which minimizes impacts on the natural or cultural environment. Chemicals, pesticides, and toxic materials and substances will be used as a last resort in an Integrated Pest Management program (see Operating Plan) and be pre-approved by the Service.

The Concessioner will remove accumulated litter and debris daily in all assigned areas.

Manure removal will be scheduled to avoid accumulations in the stalls and corrals. Drainage in the corrals will be maintained to prevent pooling of water.

E. Roads, Trails, Parking Areas, Restrooms and Walkways:

The Concessioner shall maintain roads, parking areas, walkways, and trails within its assigned lands in a state of good repair and in a manner, which provides reasonable access to the general public, persons with physical disabilities, and emergency/service vehicles.

Vehicles and equipment will be parked in an orderly manner. Vehicles, equipment and materials not needed for daily operations will not be parked or stored in the park.

Vehicles will not be driven outside of established roadways. The use of the dirt road, from the barn to the mixing circle road, will be limited to the delivery of stock, equipment, feed and the removal of manure. Driving to the day corral will be limited to the removal of manure and the transportation of equipment too heavy to carry. Vehicles will not be left at the day corral and must be removed as soon as the work is accomplished.

It will be the responsibility of the lead wrangler to inspect for, and remove, litter within 30 feet of either side of the trail on each and every trip.

The wranglers will install temporary water control structures on switchbacks and steep grades to slow the

erosion process and report reoccurring problems to the Service as soon as possible.

Restrooms on the Peekaboo Loop Trail will be cleaned daily and stocked with tissue. Cleaning will include washing down all interior surfaces with a mild disinfectant. Toilets will be kept clean and free of stains with lime used weekly to prevent odors. The Concessioner will provide trash can liners, toilet tissue and lime for the restrooms. The interiors will be painted when required. Upon the completion of construction of composting toilet system-TO BE REPLACED.

The Concessioner will perform all routine trail maintenance on trails assigned. This will include removal of loose rocks and mud slides, installation of temporary water bars in eroding areas, filling holes and gullies, and removal of fallen branches. Fallen trees, major earth slides and the need for major trail maintenance work will be reported to the Superintendent immediately. The Concessioner will not use any trails that are unsafe and will report all potential hazards to the Superintendent.

Trails assigned will be bladed annually each spring, as weather permits, to alleviate the erosion and rutting caused by increased and extended use in accordance with the park's Trail Management Plan.

The Peekaboo Loop Trail (National Registry of Historic Places-Scenic Trails Historic District) will be maintained in strict accordance with the park's Trail Management Plan.

All horses and mules, including the mounts of the wranglers, must remain on the main trail. Under NO circumstances will horses/mules be allowed off the trail or ridden parallel to the trail.

For the purposes of definition, the assigned area for the trail maintenance is outlined in Exhibit B to the Contract.

F. Utilities:

1. L.P. Gas Systems: The Concessioner shall repair and maintain, according to NFPA codes, all L.P. gas systems in its assigned areas. This includes, but is not limited to, tanks, bottles, regulators, and piping.

Placement of new or additional tanks must receive prior written Service approval. All gas installations must be inspected by an independent inspector at the Concessioner's expense.

2. Water: The Concessioner shall repair and maintain water service and building plumbing systems down flow from the meter within the Concessioner land assignments or as shown and/or described on Land Assignment Maps. The Concessioner shall repair or replace any damage to the water system within assigned areas and damage occurring beyond the Concessioner assigned areas which results from negligence of the Concessioner and/or its employees while working or operating concessioner equipment. The Concessioner shall also maintain all fixtures attached to the water system within all buildings and structures.

Water lines will be flushed each spring. All faucets, valves and regulators will be kept in good working order. Antisiphoning devices will be installed on all faucets.

All systems subject to freezing damage will be shut down well in advance of cold weather. If the Concessioner decides to keep the systems in operation all resulting damages will be the responsibility of the Concessioner.

The Concessioner shall implement water conservation measures as needs arise. As replacement of fixtures is needed, the Concessioner shall obtain and install low-flow and water conserving fixtures.

VI. SERVICE RESPONSIBILITIES

During the execution of any Service responsibilities indicated below, should the Service disrupt areas or lands within the Concessioner's assigned lands, the Service shall provide mitigative signing, barriers, and revegetative efforts as are needed.

The Service will interface with the Concessioner's maintenance program by executing the following responsibilities:

A. Improvements Assigned to the Concessioner:

The Service will not physically maintain Government or Concessioner Improvements assigned to the Concessioner. The Service will provide staff review of Concessioner plans and proposals, inspection and evaluation of Concessioner processes and programs, and technical advice and assistance when requested and as resources allow.

B. Signs:

The Service will install, maintain, and replace all regulatory signs that serve the interest of the Government. The Service will provide direction and assistance to the Concessioner during the design and installation of all approved signing.

C. Litter and Garbage:

The Service will ensure, either through its own actions or through those of a contractor, that reliable, regularly scheduled garbage pickup is available in the park, except within Concessioner assigned areas.

The Service will provide direction and guidance to the Concessioner regarding procedures and methods for keeping Concessioner refuse away from Park wildlife.

D. Grounds and Landscaping:

The Service will identify and periodically monitor hazardous trees in the Park. The Service will also

remove hazardous trees in the Park which are outside the Concessioner's land assignment.

The Service may make available to the Concessioner, when no cost to the Service is incurred, designated sites where limbs and other legally burnable forest debris may be transported for disposal.

E. Roads, Trails, Parking Areas, and Walkways:

The Service will maintain all roads, parking areas, curbing, sidewalks, walkways, and trails in the Park, except those within the Concessioner's area of responsibility as shown on the Land Assignment Maps. The Service will review the Concessioner's maintenance plans, provide standards as needed, review and approve proposed work where appropriate, and monitor Concessioner projects. Use of assigned trails by the Concessioner is subject to specific terms and conditions as may be developed by the Superintendent for mitigation of impacts by the Concessioner resulting from the Concessioner use.

F. Utilities:

1. Electrical: Where currently provided or where duplicate efforts exist, the Service will provide electrical service to the Concessioner at rates established by the Service based upon anticipated actual operating costs or comparability, whichever is greater. The Service will allow commercial electrical service to be available at all locations assigned to the Concessioner where the provision of electrical service is indicated in General Management Planning documents.
2. Water: The Service shall supply potable water to all Concession assigned areas to the extent possible using existing water systems. The Service will charge a fee to be determined annually through a calculation of anticipated costs or comparability, whichever is greater in accordance with current NPS Policy.

The Service will provide bacteriological monitoring and chemical analysis of potable water as required by applicable law or policy.

The Service will furnish water service, connections, meters, and shut-off valves. All piping and appurtenances down flow from the meter or as shown and/or described on Land Assignment Maps shall be the responsibility of the Concessioner to operate, repair, and maintain.

3. Sewage: The Service shall provide waste water treatment and collection services to all Concession assigned areas or as described and/or marked on Land Assignment Maps. The Service will charge a fee to be determined annually through a calculation of actual costs or comparability, whichever is greater.

The Service shall assume responsibility for waste water collection at the sewer main where major points of collection occur and operate and maintain lift stations and wastewater treatment facilities including the pumping of sealed vaults within lands assigned to the Concessioner.

The Service will provide advice and technical expertise, as available, to the Concessioner regarding the operation and the maintenance of composting toilets.

Dated at Bryce Canyon National Park this 31st day of October, 19__.

CONCESSIONER

Paul Mangum

Title: _____

Date: _____

NATIONAL PARK SERVICE

Lee J. Ferguson

Superintendent
Bryce Canyon National Park

*** Bryce Canyon National Park ***
**** Intermountain Region - NATIONAL PARK SERVICE ****

OPERATING PLAN

Concession Contract CC-BRCA002-98

Preamble to Operating Plan

This Operating Plan between (hereinafter referred to as "Concessioner") and the National Park Service (hereinafter referred to as "Service") will serve to establish operating responsibilities for the Concessioner and the Service in that portion of Bryce Canyon National Park assigned to the Concessioner.

The Operating Plan shall serve as a supplement to the current contract between the Concessioner and the Service, but is not to be used to amend the authorization or to alter the rights and liabilities of the parties to the contract. In the event of any apparent conflict between the terms of the concession contract and this Operating Plan, the terms of the concession contract shall prevail. This plan shall remain in effect until superseded or amended.

Section	Title	Page
I	Management, Organization and Responsibilities	1
II	Scope and Quality of Service/Inspections.	2
III	Reports	3
IV	Schedule of Operation	3
V	Reservation/Refunds	4
VI	Stock Care.	4
VII	Trail Operation	5
VIII	Complaints.	6
IX	Lost and Found.	7
X	Advertising/Signs	7
XI	Rates	7
XII	Employees	8
XIII	Pet Policy.	9
XIV	Protection and Security, Safety, Fire Protection.	9
XV	Sanitation.	10
XVI	Insurance	10
XVII	Taxes and Assessment.	11
XVIII	Utilities	11
XIX	Maintenance, Land and Property Assignments.	11

I. Management, Organization and Responsibilities

A. Concessioner

1. The management and organization of the concession operations will be under the Concessioner of record. The office of Owner/Manager, XXXX is the primary office of record with regard to contractual obligations and is the policy making body of this property. The Owner/Manager or his/her designated representative is responsible for the handling of complaints and correspondence with the Service promptly and efficiently.
2. The Concessioner is responsible for complying with the policies and directives of the Service, carrying out day-to-day operations under the direction of the on-site Supervisor, who provides professional direction and supervision of all on-site concession employees.

B. Service

1. The Superintendent manages the entire Bryce Canyon National Park operation, including the concession operations. The Superintendent has the responsibility to carry out the policies and directives of the Service, including contract administration of the Concessioner. Through his designated representatives, the Superintendent shall review, supervise, and coordinate the Concessioner's activities as they relate to Bryce Canyon National Park. This will include reviewing Equal Opportunity policy, improvements to facilities, review of operations, rate approval, review of advertising, monitoring orientation and all other activities involved in administering the concession contract.
2. Responsibilities of Staff
 - a. The Management Specialist (Concessions) is responsible for coordinating functions of other divisions as they relate to the Concessioner operation. Assists the Superintendent as follows; makes recommendations on all aspects of the Concessioner's operation, performs evaluation inspections on concession operations, participates in training of Concessioner employees, completes comparability studies of rates and services provided by the Concessioner, has line authority from the Superintendent to make field decisions that pertain to the Concessioner operation, acts as liaison for the Superintendent and the Concessioner, reviews complaints and operating problems with Concessioner and performs other duties as assigned by the Superintendent. Acts as park's Public Information Officer, Special Park Uses coordinator, Safety Officer and Tort Claims Officer.
 - b. The Chief of Visitor Services initiates, reviews, supervises, and coordinates the activities of

*** BRYCE CANYON NATIONAL PARK ***

**** Intermountain Region - National Park Service ****

personnel who provide visitor services and protection functions. Serves as the direct line of communication to the Concessioner on matters related to fire management, law enforcement, prescribed fire, search and rescue, emergency medical services and resource protection.

- c. The Facility Manager acts on behalf of the Superintendent in all matters relating to maintenance of roads, buildings, trails, utilities, construction, rehabilitation and of Concessioner assigned trails and facilities.
- d. The Administrative Officer will act on behalf of the Superintendent in all matters relating to the fiscal and property management obligations associated with concession activities, including billing for payment of fees, utilities and personal services provided by the Service to the Concessioner.
- e. The Assistant Chief of Interpretation will act on behalf of the Superintendent in all matters relating to interpretation. The Interpretive Staff will work with the Management Specialist (Concessions) to evaluate and monitor concession interpretive activities.
- f. The Park Safety Officer will act on behalf of the Superintendent in all matters pertaining to safety, risk management and loss control to ensure the Concessioner's program meets applicable standards.

II. Scope and Quality of Service/Inspections

- A. The operation of facilities, and services authorized by this contract shall be done in accordance with industry standards, with the evaluation standards set forth in the National Park Service Concessions Management Guideline (NPS-48), and with this Operating Plan.
- B. Both the Service and Concessioner shall be responsible for separately inspecting, monitoring and being aware of the Concessioner's facilities and services with respect to applicable standards, rate comparability, safety, public health and visitor complaints and reactions.
- C. Consistent with the Review Program, the Service will conduct unannounced inspections of the facilities and services. There shall be at least two (2) inspections each season, conducted in accordance with the Concessions Management Guideline (NPS-48), Chapter 21, "Concessioner Review Program". In addition, the Concessioner and various Service representatives shall conduct a pre-opening and post-closing inspection of the Concessioner operation in order to determine Concessioner maintenance work needed and to approve and accept completed maintenance work.

*** BRYCE CANYON NATIONAL PARK ***
**** Intermountain Region - National Park Service ****

- D. The Concessioner's Owner/Manager, or the Supervisor or other designated representative will attend all formal inspections and sign all reports in accordance with the appropriate evaluation guidelines.
- E. In accordance with the Concessions Management Guideline (NPS-48), Chapter 34, "Loss Control Program", the Chief of Concessions and the Park Safety Officer and other staff members as appropriate will annually conduct an on-site review of the Concessioner's loss control program and documented safety program. Documented inspections (examination of all equipment, facilities, visitor activities and work processes to determine compliance with established safety and occupational health regulations) shall be conducted by the Concessioner.

III. Reports

Certain data is required in order for the Superintendent to be informed of the operation, monitor visitor use and quickly detect visitor trends. The annual financial statement and maintenance agreement information cover much of what is needed; however, other specific data is needed as listed below.

- A. Monthly Statistical Report - The monthly statistical report is due from the Concessioner the first week of the month. This report shall contain, for the previous month, the following information: number of two hour rides given; number of half-day rides given; the amount of revenue collected during the month; a listing by day of the number of times each ride was offered, the number of times it went, and the number of people going, along with totals for the month; and the total number of employees on the payroll on the last day of the month.
- B. Safety Report - The monthly safety report is due from the Concessioner the first week of the month. This report shall contain, for the previous month, the following information: number of persons attending the Concessioner's safety training, number of employee and visitor accidents, the Concessioner's safety program recommendations and comments resulting from its accident investigation, number of safety inspections held and findings from each inspection.
- C. Special Account Report - The monthly special account report shall be due to the Service within fifteen (15) days of the last day of each month the operation is open. (See Exhibit H for reporting requirement procedures)

IV. Schedule of Operation

- A. The Concessioner shall provide the services required and authorized by the contract on a seasonal basis. The Concessioner will annually submit a schedule of proposed opening and closing dates. The operating season will run from April to October with

*** BRYCE CANYON NATIONAL PARK ***
**** Intermountain Region - National Park Service ****

specific dates based on trail conditions. The exact opening and closing dates each year shall be approved in writing by the Service. The Service will give reasonable notice of any schedule changes it may initiate. Maximum rates and minimum services shall be agreed upon in writing as part of the approved rate schedule, and shall remain in effect and be adhered to unless changes are requested in writing and approved in writing by the Superintendent.

- B. The Concessioner shall submit to the Service a schedule indicating the proposed daily departure times of all rides and operational hours of the sales counter. The maximum number of rides that may be offered per day are two, two-hour rides and two, half-day rides. The minimum number of rides may vary early and late in the season, depending on trail conditions. Any changes in this schedule shall be approved in writing by the Service prior to implementation. Rates and hours of sales counter operation shall be prominently posted at the ticket desk.
- C. A joint Concessioner/Service trail inspection will be performed before a requested opening date. The Concessioner will be responsible for trail maintenance as outlined in the Maintenance Plan; Exhibit F, Section V. E. A follow-up trail inspection may be required before the actual opening date, depending on the extent of maintenance required to safely open the trail for operation.
- D. Prior to, and after the operating season of the Bryce Canyon Lodge, the Concessioner will make arrangements with the Service and Bryce Canyon Natural History Association to handle trail ride reservations and collection of payments.

V. Reservations/Refunds

- A. Reservation and refund policies shall be reasonable, not overly restrictive, efficiently handled and written in approved advertising material and/or the rate schedule approved by the Superintendent. Examples of overly restrictive or unreasonable policies are: requiring visitors to arrive more than thirty minutes before the scheduled ride, requiring more than twenty-four hours advance notice to cancel a reservation, or not giving deposit refunds for inclement weather.
- B. Payment shall be made at the time of the trail ride reservation. Visitors shall be given a cash register receipt or other written receipt when payment has been received. Personal checks will be accepted as payment, and major credit cards (MasterCard and VISA) will be accepted as payment.
- C. No more than two employees at a time will operate the ticket and information booth.
- D. Sufficient staff shall be allotted to prevent undue delays. Determination of undue delay will consider the kinds of service being rendered and situations or conditions beyond the control of

the Concessioner, such as unanticipated influxes of visitors or sudden weather changes.

VI. Stock Care, Tack and Feed

A. Treatment of Stock

1. The stock must be properly cared for and ensured good feeding, stable and shelter conditions. The stables and shelters are to be cleaned on a regular basis. The stock must be fed daily. Stock must be treated properly by the staff and visitors; cruelty will not be condoned. Shoes must be inspected frequently to ensure that the stock are properly shod and hooves are in good condition. Stock may not be used when they have sores, are sick or otherwise are not fit for riding. Before a sick animal is used again, that animal will be checked and cleared by a licensed veterinarian.
2. Livestock, other than equine, will not be permitted in concession assigned areas.

B. Stock Examination - The stock will be annually examined, before entry into the park, by a licensed veterinarian. Proof of stock examination will be given to the Superintendent before the start of the season. Stock must be immunized when and as required by state and county authorities.

C. Quality and Quantity of Stock - Sufficient stock (not to exceed ninety head) shall be available as advertised and approved. Stock will be a mixture of good quality saddle horses, mules and ponies, properly cared for and familiar with the trails. Stock must be even tempered, gentle and well trained to accommodate the inexperienced rider. Any stock that is found to have regularly demonstrated an unsafe disposition shall be removed from service and replaced. Stock must be familiar with the terrain and capable of safely handling the types of terrain and obstacles to be encountered, including uphill and downhill climbing, mud and rocks, etc.

D. Tack Condition - Saddles, saddle bags, blankets, bridles, and other equipment shall be in good and safe condition, clean and well maintained. The reins must be tied together instead of hanging separately. All equipment shall be periodically inspected and any defective equipment shall be immediately repaired, removed, or replaced. A cyclic schedule for repair and/or maintenance should be established by the Concessioner. Riding stock without a saddle will not be permitted.

E. The National Park Service is concerned about noxious weeds and exotic plant species being transported by horse/mule manure. Use of weed free forage products is required.

The State of Utah has developed A Voluntary Program for Noxious Weed-Free Forage (feed, hay, straw, or mulch). Certified products

*** BRYCE CANYON NATIONAL PARK ***
**** Intermountain Region - National Park Service ****

are "free of regional or state designated noxious weeds, weed seed, and propagative parts of the plant." Certification is provided by an authorized representative of either a state Department of Agriculture, Weed District, or University Extension Agent.

VII. Trail Operation

- A. A minimum of one wrangler will be provided for each ten riders. The inexperienced riders are to be positioned behind the head wrangler with the more experienced riders at the end of the group.
- B. Horses and mules which are being herded from the mixing circle corral to the day corral will be tied together not more than two abreast and will be kept under complete control of the wrangler(s) at all times. Horses and mules will not be permitted to run while on the trails and while being led to or from the mixing circle corral and day corral.
- C. Trails established for Concessioner use within Bryce Canyon National Park are the designated trail connecting the mixing circle corral area to the day corral, the Horse Trail into the canyon, the connecting self-made stock trail and the Peekaboo Loop Trail. Horses and mules shall stay on established trails at all times. In no instance shall livestock, nor motorized equipment of any kind, be taken on social trails or into areas which have not been formally approved by the Superintendent.
- D. Riding a horse or mule in Bryce Canyon National Park should be considered a means of experiencing the park and not an exclusively recreational event. Therefore, the trail guides shall provide information about the general history of the area, significant features and formations, as well as some of the more common plants and animals inhabiting the area.
- E. Before each ride begins, a standard visitor orientation shall be given to all riders. This orientation shall contain the following elements:
 - 1. Introduction - each wrangler on the trip shall be introduced, XXXX shall be identified as the concessioner authorized to conduct trail rides within Bryce Canyon National Park, and visitors shall be welcomed on behalf of the Concessioner and the Service. This brief introduction should highlight the scenic, wildlife and other resources that might be observed on the trip.
 - 2. How and when to mount and dismount, safely and properly.
 - 3. How to control the horse/mule (forward, stops, turns, prevent horse from feeding while on the trail, etc.)
 - 4. How to pass the word for help (rider by rider) to the wrangler.

*** BRYCE CANYON NATIONAL PARK ***
**** Intermountain Region - National Park Service ****

5. Nature and/or demands of the trip, including the route, time frame, restroom facilities (if applicable), water (if applicable), procedures for removing or putting on jackets, sweaters, etc., procedures for taking pictures.
 6. What to do in the case of emergency; e.g., panicked horse/mule.
- F. A functional portable two-way radio shall be carried on all trail rides and radios will be maintained at the reservation desk or with other Concessioner personnel to ensure that the radio is monitored when riders are on the trail.

VIII. Complaints

- A. Complaints or comments received by the Service regarding Concessioner facilities shall be sent to the Concessioner for investigation and response within five working days. A copy of the response shall be provided to the Superintendent. A copy of the Service's response will be forwarded to the Concessioner.
- B. The Concessioner shall provide a written response within five working days to all written complaints, compliments or comments which it receives. The Concessioner shall provide the Service with a copy of the original letter and the Concessioner's response to all visitor complaints related to its operation. Written complaints shall be reviewed on a regular basis by the Service.

IX. Lost and Found

Concessioner shall abide by the park's Lost and Found Park Policy-Attachment A.

X. Advertising/Signs

- A. Prior to printing or release, all advertising materials that pertain to Bryce Canyon National Park shall be submitted to the Superintendent in accordance with Concessioner Management Guideline (NPS-48), Chapter 33, Section E, "Advertising". The Superintendent will determine whether it is accurate, suitable, and in conformance with the administrative policies of the Service and will approve or disapprove it accordingly. All advertising shall contain the information that XXXX is an "Authorized Concessioner of the National Park Service". All materials which contain rates shall state that rates are subject to change.
- B. Public information signs in the Concessioner's land assignment shall conform to the approved Service sign system and be approved by the Superintendent.

XI. Rates

- A. Any rate change requests shall be provided by the Concessioner in writing thirty (30) working days prior to anticipated implementation. The Concessioner shall provide comparability data to support proposed rates at the time approval is requested. The rate request shall include a detailed description of the product or service and other pertinent information as required. All rate requests will be submitted in accordance with Concessions Management Guidelines (NPS-48), Chapter 18, "Rate Administration Program", pages 5, 6 and 7.
- B. The Service shall exercise authority "in a manner consistent with a reasonable opportunity for the Concessioner to realize a profit on his operation as a whole commensurate with the capital invested and the obligations assumed." (Public Law 89-249, Sec. 3.(b))
- C. It is the purpose of the Service to ensure that the Concessioner's rates and charges to the public are commensurate with the level of services and facilities provided, and are reasonable, justified, and comparable with similar facilities and services provided by the private sector. Reasonableness of rates shall be judged primarily as provided by Section 3(c) of the Act of October 9, 1965 (79 Stat. 969, 16 U.S.C. 20b):

"By comparison with those current for facilities and services of comparable character under similar conditions, with due consideration for length of season, provision for peak loads, average percentage of occupancy, accessibility, availability and cost of labor and materials, type of patronage, and other factors deemed significant by the Secretary."
- D. The Management Specialist (Concessions) will conduct periodic comparability studies and make appropriate recommendations to the Superintendent for approval, disapproval or adjustment of proposed rates.
- E. The Superintendent shall approve, disapprove, or modify proposed rates and will inform the Concessioner of his reasons for negative action.
- F. The Management Specialist (Concessions) will conduct spot checks for compliance of rates throughout the year and during periodic inspections.

XII. Employees

- A. Employment/Staffing Practices
 - 1. The Concessioner shall not employ in any status the spouse or minor children of the Superintendent, or the Management Specialist (Concessions). The Concessioner shall not employ in any status a Service employee, their spouse or minor

children without prior written approval of the Superintendent.

2. The Concessioner will seek out qualified women and minorities for wrangler positions and, if possible, should have at least one of these groups represented during the season.
3. All employees shall be required to sign an Employee Acceptance Agreement that outlines policies and regulations regarding employment conditions, housing, employee conduct and appearance.
4. The Concessioner shall allow its employees to participate in the Service's Volunteer-In-Parks (VIP) program, if employees so desire.

B. Employee Identification

1. All employees shall be neat and clean in appearance and meet standards set forth in the concession management policies. Employees will wear a name tag that includes the company name. It may be worn on the wrangler's shirt or hat.

C. Employee Attitude/Conduct

1. Each employee will be courteous, friendly, helpful and positive to visitors. Each must be capable of and willing to correctly answer visitor questions about his/her job and the park.
2. Employees of XXXX shall not loiter in or use seats designated for visitors in the Bryce Canyon Lodge lobby/visitor lounge areas nor park in visitor parking areas during non-designated hours; they must conduct themselves in a professional manner at all times.

D. Employee Housing

The Concessioner shall have no more than three employees housed in the bunkhouse/cabin.

E. Training Programs

1. An active, ongoing training program for the development of necessary skills and techniques must be provided for all employees. Training sessions shall stress work performance, presentation and National Park Service philosophy and policy. Performance standards will reflect a thorough knowledge of the stock, park regulations, terrain to be covered and responsibilities for performing their duties.
2. As soon as possible after coming on duty all returning employees who have already attended a training class will attend a one hour refresher; and all new employees or those who have not participated in a training class will attend a

four hour interpretive training class. The Service's Interpretive Division will provide a basic interpretive format that will be used on all trail rides.

3. Each wrangler must hold a standard first aid card or an advanced first aid card and CPR (Cardio-Pulmonary Resuscitation) certification. Every wrangler having a first aid rating must carry a ten person first aid kit in his/her saddle bag.

XIII. Pet Policy

Concessioner employees living in the Concessioner assigned bunkhouse/cabin will not be allowed to keep pets.

XIV. Protection and Security, Safety, Fire Prevention

- A. The Service is responsible for visitor protection, emergencies involving public safety, civil disturbance and violations of regulations or law. Any injury sustained by a visitor or employee in a concession facility and all medical emergencies shall be immediately reported to the Service. The Service must investigate all visitor and employee accidents which require medical attention.
- B. The Concessioner shall comply with the applicable requirements of the Service's Loss Control Guidelines, Requirements, and Responsibilities, the Occupational Safety and Health Act, and other federal, state and local safety codes, statutes and standards. The Concessioner shall exercise precautions for the safety of all persons within its facilities at all times. The Service shall monitor the Concessioner's Loss Control Program. The Service and the Concessioner shall be responsible for separately ensuring that respective property, equipment and related facilities are maintained in a safe condition at all times, and repaired as necessary or directed.
- C. The Concessioner shall ensure that the Service has a current copy of the Concessioner Loss Control Management Plan and any updates to that plan. The Concessioner is encouraged to attend Service Safety Meetings when notified of them in advance.
- D. Fire protection will be provided by the Service and the Concessioner, with primary responsibility lying with the Service. The Concessioner has primary responsibility to ensure that all assigned buildings within the land assignment meet National Fire Code regulations and that fire detection and suppression equipment (including all fire extinguishers and fire sprinkler systems) is maintained in good operating condition at all times. It is also the Concessioner's responsibility to detect and report all structural fires immediately. The Concessioner shall provide employees for assistance as needed by the Service for structural fire suppression in Concessioner assigned areas.

XV. Sanitation

- A. XXXX personnel responsible for making sanitation inspections shall be identified to the Service and shall accompany Service and U.S. Public Health Service representatives on sanitation inspections.
- B. Pesticides or rodenticides shall not be used without the prior written approval of the Service.

XVI. Insurance

The Concessioner shall provide annually to the Superintendent documented evidence (Statement of Concessioner Insurance as well as Certificate of Insurance/Broker's Analysis) of at least the amount and type of insurance coverage provided in compliance with Concessions Management Guideline (NPS-48), Chapter 23, "Insurance Program", pages 1 through 20, and of the concession contract.

XVII. Taxes and Assessment

The Concessioner shall pay or cause to be paid all taxes and assessments levied or assessed upon the possession, use or occupancy of the premises.

XVIII. Utilities

Water utilities are provided by the Service. Rate structures are to be recomputed annually. A rate comparability study is to be done by the Service, and rates shall be based upon either the study results or the preceding fiscal year's actual costs, whichever is higher, as required by Special Directive 83-2. The Concessioner is liable for prompt payment of electrical, gas, refuse collection, telephone, sewage disposal or any other utility or service, whether made by governmental authority, public or community service company.

XIX. Maintenance, Land and Property Assignments

- A. All maintenance agreements and land assignments are contained in the formal Maintenance Agreement.
- B. The Concessioner shall maintain an accurate property record, including current location, on all government-owned items used by the Concessioner. When these items are no longer needed by the Concessioner, the Concessioner shall provide written notification to the Service. The property shall be the responsibility of the Concessioner until the Service provides written notification to the Concessioner that the property has been accepted.

Dated at Denver, CO this 31st day of October, 1997.

XXXX

NATIONAL PARK SERVICE

BY:

Paul Mangum

BY:

Fred J. Legeen
Superintendent

TITLE: _____

DATE: _____

**EXHIBIT H - CONCESSION CONTRACT
IMPROVEMENT ACCOUNT CONTROL PROCEDURE**

INTRODUCTION

For the purposes of this Exhibit, the term "Superintendent" hereinafter will refer to the "Superintendent or his/her designee." The term "Concessioner" hereinafter will refer to the Concessioner.

This document is about the use of funds. The source of these funds is established in the Contract at Section 10.

The Capital Account (CA) is to be used to rehabilitate or construct facilities which directly support concessioner services authorized and/or required under this contract. Examples of appropriate facilities would include lodging, restaurants, gift shops or service stations, as well as concessioner support facilities necessary for the functioning of the primary visitor facilities (such as utility systems, administrative offices, and repair shops). Improper uses would include construction or repair of government visitor facilities (visitor centers, interpretative facilities, entrance stations, restrooms, roads, parking lots, etc.) and government support facilities (employee housing, maintenance buildings, administrative buildings, capital infrastructure such as sewer and water systems, etc.).

Expenditures from Capital Account funds may be made only for concessioner visitor service and facility projects constructed upon park lands assigned to the concessioner for use in providing the visitor services and facilities authorized by the concession contract. Expenditures for projects on other park lands or for other purposes are unlawful. CA accounts are for "projects" and are established as contract obligations. No possessory interest is accrued by the Concessioner for improvements made by these accounts.

Funds in CA accounts can be invested in various instruments in advance of being used to carry out the concessioner's obligations under the contract. Whatever the method selected to hold the funds pending project work beginning, the parties to this contract agree that all funds will either be held in an account(s) insured by the Federal Deposit Insurance Corporation or a similar insuring activity of the Federal government and/or that all investment instruments will be notes, bills, and bonds issued by the United States Treasury which shall be whole instruments including both principal and interest (no derivative

***** BRYCE CANYON NATIONAL PARK *****
****** INTERMOUNTAIN REGION - NATIONAL PARK SERVICE ******

instruments) and which shall be directly backed by the full faith and credit of the United States of America.

The funds in the CA will be held in a Federally Insured Financial Institution account established and owned by the concessioner to carry out concessioner obligations under this contract. Trust accounts are not permissible.

Deposited funds remain the property of the concessioner. The concessioner makes an irreversible commitment when deposits are made into CA. Deposited funds do not become Government funds. Interest earned on CA accounts becomes an addition to the balance of the CA. The concessioner is responsible for taxes owed on such interest. CA funds cannot be used to pay such taxes.

CA funds must be maintained in separate accounts with record keeping used to maintain continuous records of the balances and allocation of income and expenses appropriate to each.

Concessioners are responsible for reporting or ensuring the reporting of CA activity each month and for annually filing, as part of their Annual Financial Report, the schedules that may be required by the Secretary.

The Concessioner shall not be paid or reimbursed in any way for account management. However, account management expenses incurred by third parties with the written approval, in advance, of the properly delegated National Park Service authority may be considered as account expenses.

The Concessioner may, with the approval of the Superintendent, be allowed to charge the CA for actual expenses incurred, in an amount not to exceed ten percent (10%) of approved project expenditures, for reasonable concessioner administrative costs directly associated with carrying out individual projects. The concessioner shall provide a detailed listing of each cost incurred to the Superintendent who shall determine the reasonableness and appropriateness of such expenses prior to their being allowed.

CA funds are not to be used for the payment of routine maintenance and operating expenses of the Concessioner. Additionally, they are not to be used for maintenance of government property not assigned to the Concessioner or for government projects or activities not directly related to the provision of the involved concessioner's services.

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**** INTERMOUNTAIN REGION - NATIONAL PARK SERVICE ****

CA funds are not to be used to pay or otherwise reimburse or credit concessioner annual operating costs or government appropriation accounts.

The contracts entered into by the Concessioner (or others should that be authorized) to undertake projects are private contracts, not government contracts, and are issued at an arm's length to obtain the best contract price possible. The Concessioner shall not, directly or indirectly, enter into any arrangement or agreement whereby it receives money or other benefits from the contractor.

The Superintendent may require that the CA fund the cost of an independent, third party construction supervisor/inspector to represent the interests of the Government on any project where the Superintendent feels that would be cost effective and necessary to the sound administration of the project.

The Concessioner shall ensure that a Builders Risk Form insurance policy is in effect during the construction. The type and amount of insurance will be approved in writing by the Superintendent. This policy is an appropriate expenditure from the CA.

In the event of any inconsistency between this Exhibit and the main body of the concession contract, the contract shall prevail.

POLICY FOR USE OF THE CAPITAL ACCOUNT

The contract includes specific provisions establishing a CAPITAL ACCOUNT (CA) and describing its purpose or principal goals.

The basis for the account is the need to establish systematically available funds for the ongoing improvement of concession facilities. The use of a CA allows reserves to be established for known requirements even while exact projects, construction timing, and planning are not yet resolved.

CA projects include project planning, design, and construction of new buildings and infrastructure, rehabilitation of existing buildings and related infrastructure, demolition of old facilities, and site restoration.

The CA is established to undertake nonrecurring projects of significant capital improvement to real property assigned to the concessioner. The CA will not be used for routine or cyclic

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repair and maintenance except where a CA project would obviate the need for cyclic repair and maintenance. The CA will not be used for acquisition, lease or maintenance of personal property.

PROJECT NOMINATION AND APPROVAL

1. Spending money from CA requires a coordinated effort between the Concessioner and the Superintendent. Projects must be proposed, prioritized, approved, bid and accomplished with an orderly process that ensures accountability.

2. The National Park Service staff and/or the Concessioner may submit proposals to the Superintendent for the use of the CA using a format established by the Superintendent for "Account Project Nomination" (a standard control form). It is intended that a nomination form be the first step in the development of a project file.

3. The Superintendent will establish an Account Committee (AC) to review and recommend approval/disapproval of project nominations. The committee will include at least the Park's Concession Management Specialist and will also include other staff members deemed appropriate by the Superintendent. The Chair will be the park's lead concession operative unless a different appointment is made by the Superintendent. The Superintendent will establish a process to review and approve/disapprove project nominations based on but not limited to the following:

- Applicable Laws and regulations
- NPS Policies
- Concession Contract and Amendments Including the Appropriateness of the Project Given the CA Purposes Stated in this Exhibit
- Operating and Maintenance Plans
- Need, based on resource impacts or human risk factors
- Compliance with NPS planning documents
- Other applicable factors

Upon completion of the review, the AC will prepare a record of the evaluation and a recommendation for approval/disapproval by the Superintendent. The documentation will be placed in the "Project Statement" (a standard control form).

4. A Project Statement will guide and document each project's implementation through completion. This Statement will contain the following: justification, specific proposal, scope of work, design responsibility, proposed project schedule and compliance requirements. The Project Statement will be signed by the Superintendent and the Concessioner's authorized representative. The signed Project Statement constitutes official authority for the Concessioner to begin work on the project.

The Project Statement will provide a chronological audit trail of the project's decision making activity including meetings, inspections, change orders, etc., from nomination to project completion. Support documents will be maintained in the Project File or reference in the Project Statement where related documents can be found.

SPECIFICATIONS, DESIGN, AND BIDDING

1.a. Work funded by a CA account is to be accomplished through competitive contracts.

1.b. Construction work will not be done by concession employees unless the Superintendent determines that there are unusual circumstances that make such work both advantageous and effectively managed. Concessioners may use sole-source contracts only with the prior approval of the Superintendent.

1.c. Concessioner may not bid as independent contractors, or be employed by the contractor for CA projects.

1.d. The Concessioner shall not directly or indirectly, enter into any contract whereby it benefits directly or indirectly through the transfer of funds or other benefits from a CA project contractor.

1.e. Exceptions to these policies may be granted in writing by the Superintendent on a case-by-case basis when there are unusual circumstances, clear advantages to the government, and adequate controls.

2. The Concessioner will develop a project description sufficient to secure an architect, engineer, or construction contractor. These will be reviewed and authorized in writing by the Superintendent.

3. Plans and specifications will be prepared by the Concessioner and will follow NPS-10, NPS-48, and NPS-70. When design is involved in a project, the designs will be reviewed by the Superintendent as appropriate to the project, such as 50%, draft 100% completion, etc. Appropriate time should be allowed for design review by appropriate NPS staff at park, region, or service center, or by independent consultants.

4. Once plans and specifications are approved, the Concessioner will prepare to advertise or otherwise solicit or secure estimates or bids for the project.

5. For each project, the package for bidding or estimating will include at least the plans and specifications, the General Provisions, and a draft contract or agreement under which the work will be carried out and that has been reviewed and approved by the Superintendent. If lodging and/or meals are provided by the Concessioner as part of the contract, the contract must include this provision and rates. If an action is not a construction project, prepare an appropriate package for that action and determine how to proceed to bid or otherwise secure cost estimates.

6. If the project is bid, the Concessioner will receive, open, and evaluate project bids.

7. The Concessioner will recommend and justify a contractor from among the bidders or from other sources if a bid process was not used. This recommendation will be accepted/rejected by the Superintendent in writing. Once confirmation has been issued, the Concessioner is authorized to sign a contract and proceed with the project.

8. At this time, the Concessioner will submit to the Superintendent an estimate of the final budget and time schedule for the project.

9. At appropriate intervals the Concessioner will submit to the Superintendent a project progress report enumerating project costs, with invoices, certificates, and other documentation; and work accomplished to date.

10. Change orders on project contracts require approval in writing from the Superintendent.

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11. Upon certification from the contractor that a project is complete, the project will be inspected jointly by the Concessioner and the Superintendent. The project will not be accepted by the Concessioner until authorized in writing by the Superintendent.

12. Upon project completion, the Concessioner will submit to the Superintendent a project completion report including total project costs, warranties, service manuals, other similar documents, and as-built drawings of the project in the form specified. Invoices, certificates, and other documentation related to the final segment of work accomplished shall accompany the report and be the basis for final payment of the contractor. Final payment to the contractor and final reimbursement to the concessioner for administrative costs shall not be made until the project has been accepted in writing by the Superintendent. The Concessioner is required to submit a summary of administrative costs for the project.

CONCESSIONER

UNITED STATES OF AMERICA

BY:

Paul Mangum
President

BY:

[Signature]
Field Director, Area
National Park Service

DATE: _____

DATE: _____

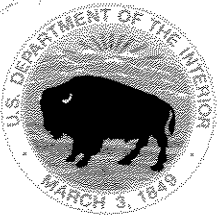
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*** BRYCE CANYON NATIONAL PARK ***
**** INTERMOUNTAIN REGION - NATIONAL PARK SERVICE ****

CC-BRCA002-98

GUIDED TRAIL RIDES
BRYCE CANYON NATIONAL PARK

EXTENSION AND CONTINUATION AUTHORIZATIONS



United States Department of the Interior
NATIONAL PARK SERVICE
INTERMOUNTAIN REGION
12795 West Alameda Parkway
Post Office Box 25287
Denver, Colorado 80225-0287



C38 (IMDE-ACM)

DEC 27 2005

Mr. Paul Mangum
Bryce-Zion Trail Rides, Inc.
280 Bryce Way
Tropic, UT, 84776

Re: National Park Service Concessions Contract CC-BRCA002-98

Rec'd 1.10.06

Dear Mr. Mangum:

The National Park Service (NPS) is continuing the process of issuing prospectus for new concession contracts. However, as a result of the delays created by the number of expiring permits and contracts, we have determined that it is necessary to continue the visitor services provided within your current concession authorization.

Under the provisions of your concession contract and pending the completion of the public solicitation of a prospectus for a new concession contract, the NPS hereby authorizes the continuation of visitor services for a period not-to-exceed one year under the terms and conditions within the concession contract. By copy of this letter of agreement to the undersigned, you are hereby authorized to continue to provide services through December 31, 2006, or until such time as a new contract for this operation is awarded, whichever occurs first. The continuation of operations does not affect any rights with respect to selection for award of a new concession contract. All other terms and conditions of the authorization will remain the same, subject to the terms of Public Law 105-391.

The NPS will notify you when it issues a solicitation for award of a new concession contract covering the service you provide. Please indicate your acceptance of this authorization to continue to provide visitor services by signing in the space provided below and return the fully-executed letter to this office within 30 days of receipt. A pre-addressed envelope is enclosed for your convenience. A copy of this letter has also been enclosed for your files.

If you have any questions, or if we can provide further assistance, please contact Tom Williamson, Acting Regional Chief of Concessions at 303-969-2582.

Sincerely,



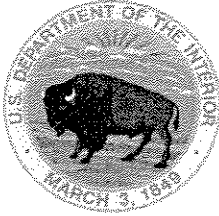
Michael D. Snyder
Director, Intermountain Region

Accepted:


Concessioner

12-28-05
Date

Enclosures



United States Department of the Interior

NATIONAL PARK SERVICE
INTERMOUNTAIN REGION
12795 West Alameda Parkway
PO Box 25287
Denver, Colorado 80225-0287



C38 (IMDE-ACM)

Re: National Park Service Concessions Contract CC-BRCA002-98

DEC 23 2004

RECEIVED
JAN - 5 2005

Bryce-Zion Trail Rides, Inc.
Mr. Paul Mangum
280 Bryce Way
Tropic, UT, 84776

Re: National Park Service Concessions Contract CC-BRCA002-98

Dear Mr. Paul Mangum:

The National Park Service is continuing the process of issuing prospectus for new concession contracts. However, as a result of the delays created by the number of expiring permits and contracts, the National Park Service has determined that a 1-year extension of your current concession authorization is necessary.

Accordingly, pursuant to Section 403(11) of Public Law 105-391 and 36 CFR § 51.23, and upon return of a signed copy of this letter of agreement to the undersigned, your concession authorization is hereby extended to December 31, 2005, or until such time as a new contract for this operation is awarded, whichever occurs first. All other terms and conditions of the authorization will remain the same, subject to the terms of Public Law 105-391.

The National Park Service will notify you when it issues a solicitation for award of a new concession contract covering the service you provide.

Please indicate your acceptance of the extension provided by this letter by signing in the space provided below and return the fully-executed letter to this office by January 21, 2005. A pre-addressed envelope is enclosed for your convenience. A copy of this letter has also been enclosed for your files.

If you have any questions, or if we can provide further assistance, please contact Tom Williamson, Acting Chief of Concessions at (303) 969-2582.

Sincerely,

JL Wesseln for SP Martin

Stephen P. Martin
Director, Intermountain Region

Accepted:

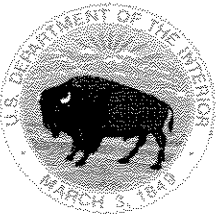
Paul O Mangan

Concessioner

12-24-04

Date

Enclosures



United States Department of the Interior

NATIONAL PARK SERVICE
INTERMOUNTAIN REGION
12795 West Alameda Parkway
PO Box 25287
Denver, Colorado 80225-0287



C38 (IMSO-DE-CM)
BRCA002-98

DEC 22 2003

Mr. Paul Mangum
Bryce-Zion Trail Rides, Inc.
280 Bryce Way
Tropic, Utah 84776

Dear Mr. Mangum:

The National Park Service is continuing the process of issuing prospectuses for new concession contracts. However, as a result of delays created by the number of expiring permits and contracts, the National Park Service has determined that a 1-year extension of your current concession authorization is necessary.

Accordingly, pursuant to Section 403(11) of P.L. 105-391 and 36 CFR § 51.23, and upon return of a signed copy of this letter agreement to the undersigned, your concession authorization is hereby extended to December 31, 2004, or until such time as a new contract for this operation is awarded, whichever occurs first. All other terms and conditions of the authorization will remain the same, subject to the terms of P.L. 105-391.

The National Park Service will notify you when it issues a solicitation for award of a new concession contract covering the service you provide.

Please indicate your acceptance of the extension provided by this letter in the space provided below and return the fully-executed letter to this office by January 9, 2004. A pre-addressed envelope is enclosed for your convenience. We have enclosed a copy of the letter for your files.

Sincerely,

Stephen P. Martin
Director, Intermountain Region

Accepted:

Concessioner

12.29.03
Date

Enclosures

RECEIVED

JAN 02 2004



United States Department of the Interior

NATIONAL PARK SERVICE INTERMOUNTAIN REGION

12795 West Alameda Parkway
Post Office Box 25287
Denver, Colorado 80225-0287

IN REPLY REFER TO:

C38 (IMDE-CM)
BRCA002

NOV 14 2002

Canyon Trail Rides dba Bryce/Zion Trail Rides
280 W. Bryce Way
Tropic UT 84776-0128

Mr. Paul Mangum:

The National Park Service is continuing the process of issuing prospectuses for new concession contracts. However, as a result of delays created by the number of expiring permits and contracts, the National Park Service has determined that a one-year extension of your current concession authorization is necessary.

Accordingly, pursuant to Section 403 (11) of P.L. 105-391 and 36 CFR § 51.23, and upon return of a signed copy of this letter agreement to the undersigned, your concession authorization is hereby extended to December 31, 2003, or until such time as a new contract for this operation is awarded, whichever occurs first. All other terms and conditions of the authorization will remain the same, subject to the terms of P.L. 105-391.

The National Park Service will notify you when it issues a solicitation for award of a new concession contract covering the service provided by you.

Please indicate your acceptance of the extension provided by this letter in the space provided below and return the fully executed letter to this office by December 31, 2002. A pre-addressed envelope is enclosed for your convenience. We have enclosed a copy of the letter for your files.

Sincerely,

Karen P. Wade
Director, Intermountain Region

Accepted:

Date

11-19-02

Concessioner